192 8

Department of Land Rev.

OFFICE Board of Revenue

STATION Chepauk

Msg. No. 125

Dated 16-1-1928

B. 57-26

	Date	Initial
om sent Coll. Bellary	Given for copying	16.1.28
	Copied	
	Examined	17/1/28
	Signed	
	Given for despatch	
	Despatched	18.1
	Indexed	
n the file 147	To be destroyed on *	

(SUBJECT.)

Alienation — Land & Revenue —
Bellary Town & Village — London Mission
School Buildings.

Not to be filled in in the case of permanent records.

1 JAN 1926

GOVERNMENT OF MADRAS

Revenue Department.

B615

Buildings - (Bellary) - London Mission Bungalows Acquisition - Letter from the Inspector-General of Prisons No.G/680 dated 11th September 1925.

Eventually received in B Section 28.1.26

ENDORSEMENT NO.2383 A/25-1 dated 12th January 1926.

Referred to the Board of Revenue for remarks.

A. D. Crombie,

Under Secretary

To the Board of Revenue, Land Revenue and Settlement (with copy of the letter and correspondence.)

Forwarded.
(By Order).

Superintendent

TDG.

From the Inspector-General of Prisons, N.G/680, dated the 11th September 1925.

SUBJECT:- Buildings - Bellary London Mission Bungalows - Acquisition for quarters for Superintendent, Central Jail.

I have the honour to state that the orders issued in G.O.No.1139-W, dated the 11th October 1924 allotting the official residence of the Deputy Inspector General of Police, to the Superintendent Central Jail, Bellary, were on re-consideration, rescinded in G.O.No.182-W, dated the 6th February 1925 and the quarters handed over to the Superintendent of Police, Bellary In consequence, the proposal sanctioned in para 2 of G.O.No.Mis.1139-W., dated the 11th October 1924 - Viz., allotting the Superintendent's quarters to the Jailer and that of the Jailer to the Deputy Jailer cannot be given effect to. If the proposal for constructing 45 cells for quarantine and under trial prisoners goes forward during 1926-1927, the Deputy Jailer's quarters will have to be demolished for providing sufficient space for constructing the cells. As this work is urgent, the question of providing a convenient residence for the Superintendent will once more arise, since his present quarters have already been condemned as unsuitable for an officer of his rank and status.

2. From a copy of letter No.C/4693/25-B-4, dated the 25th August 1925, from the Collector of Bellary herewith attached - it will be seen that two bungalows with sites belonging to the London Mission authorities referred to therein, will serve as suitable quarters for both the Superintendent and the District Medical Officer, the normal rent being recoverable from the latter officer. The Missionaries are anxious to dispose of the bungalows in exchange for the residence of the District Judge or, in the alternative, to sell them outright for Rs.60,000/- with a

view

view to acquire fresh sites for building a residential High School. I enclose for information of Government, a copy of letter dated 11th March 1923 from the Rev. E. H. Lewis and Rev. F. A. Stovell, to the District Collector of Bellary together with the latter Officer's Endorsement No.Ref.C/1569/25-B-4, dated the 17th March 1925 offering his suggestions for consideration by the Board of Revenue and recommending the purchase of the Mission buildings.

3. In this connection a copy of para 12 of my Inspection Memorandum of the Bellary Central Jail dated the 30th June 1925 is also sent herewith. The Railway authorities were approached in regard to the present Superintendent's house being required by them and they have definitely replied to the effect that it is not required.

I think it is a sound proposition to acquire the entire site and the three buildings. Even if the school buildings cannot be utilised, as suggested by the Collector, as a school for girls, the Jail Department can make use of it as a reading room and club for the Jail staff. I venture to suggest that a Committee be appointed in Bellary to investigate the whole question and submit a report to Government.

Copy of letter No.C-4693/25 B4, dated the 25th August 1925 from A.C. Duff Esq., I.C.S., Collector of Bellary to the Inspector-General of Prisons. Madras, Ootacamund.

Buildings - Government - Bellary - Superintendent's quarters and Jail expansion. Ref: Your No.4415, dated 2nd May 1925.

The London Mission Bellary owns two bungalows opposite to the District Judge's compound and immediately next to the Central Jail, Bellary.

Please let me know definitely how much site and which

bungalow

you require for expansion of the Central Jail and for providing quarters to the Jail Superintendent. Please also send a sketch marking therein the exact site and the bungalow required by your department.

Copy of letter dated the 11th March 1925 from Rev. E. H. Lewis, and Ref. F. A. Stowell to the District Collector of Bellary.

The London Mission is planning to develop its High School in Bellary into a residential High School and requires for this purpose a considerably larger area than the present compound in Bruceptta, Bellary City. We wish to dispose of our buildings in the town and transfer the school to a convenient site on the borders of the town. The only site we can find suitable to our plans is that in the Civil Lines to the north of Bellary, where the District Judge's residence is situated. There is a large compound of 90 acres in which we would find ample space for our school buildings, a series of boarding houses, school chapel, etc., and the necessary space for organised and unorganised games for about 240 boarders and 120 day boys.

2 The Mission would be prepared to buy the whole compound and the Bungalow if it could be obtained at a price within its resources. We understand that it is valued at approximately Rs.31,000/- There is also a strip of about 5½ acres of village site poramboke between this compound and the road which we should like to obtain, if possible, to add to the new site.

3 A sketch plan and estimate for the necessary school buildings shows an approximate cost of Rs.80,000; the Residential part includes 9 houses each with accommodation for 30 boys and a House Master, a Dining hall and kitchen block, servants quarters, sanitary provisions, etc., and the cost would be about 1,30,000/-.

4 The total cost of the scheme is therefore

School buildings ...	...	Rs.80,000
Residential buildings	...	1,30,000
Purchase of site and bungalow, say,		51,000
Total		Rs.2,61,000

5 As regards the disposal of the present school buildings we wish to sell them together with the land on which they are situated. It is understood that a scheme for having a Girls Secondary School at Bellary has been held up for want of a site. We think that the wardlaw High School buildings would be very suitable for this purpose, and the Inspectress of Schools shows herself desirous that Government should purchase them. There is a main block valued at about Rs.30,000; 2½ acres of land belonging to .... Mission, very valuable, a low price would be Rs.15,000; two elementary Girl School buildings (these schools would be transferred to other localities) worth at least Rs.5000; detached class rooms worth Rs.5000; ~~three~~ dwelling houses close by, which the Inspectress of Schools says would be required for the residences of some of the staff, worth Rs.800/- or Rs.1000 each, say Rs.2500. In all therefore the School is valued at about Rs.57,500.

6 Of these buildings the main block, one of the Girls Schools 'A' two dwelling houses, 'F', 'G' appear to be on the Mission land. The other Girls School 'B' the detached class rooms 'C', 'D' and the dwelling house 'E' are built on part of the land amounting in all to 7.53 acres which was granted to the Mission in 1813 on a 99 years lease free of all taxation. The Mission's present position with regard to this land has still not been finally settled. So long as it is occupied with the present buildings and play ground it brings in no revenue either to Government or to the Municipality. If however it were allotted in part to the suggested Girls High School and in part as building plots the land would constitute probably the most important part of the town and immediately behind all the big offices. We feel therefore that if we give up all claim to this very valuable site we are entitled to compensation.

The value of the land for building purposes must be not less than Rs.1,00.000 and we feel that we might justifiably claim compensation whether in land or in cash to the extent of between 60 and 70 thousand rupees.

7 Provided the mission could obtain the new site by purchase and could count on a fair amount of grant in aid for the erection of the new buildings it would be prepared to sell the old School and site.

(Note.- The present school buildings were put up without any grant in aid).

8 The Mission owns two bungalows on the opposite side of the road to the Judge's compound and between the road and the Central Jail.

9 We understand that the Bellary Central Jail needs more land and bungalow accommodation. The present mission bungalows stand immediately next the ~~gaol~~ gaol and if the mission can buy the Judge's bungalow and compound, it would be able to sell the present two bungalows with land and appurtenances. The bungalows are worth Rs.35,000/- The land is about 10 acres in extent, 5½ of which is free hold. It is worth not less than Rs.10,000 having Road frontage throughout, and being closer to the new residential quarters of Bellary, than any part of the Judge's compound. There is also a building now used as a boarding house, on the Mission land worth about Rs.7,000. The total value therefore of the Mission bungalows land and appurtenances is not less than Rs.50,000.

10 We hope that a grant in aid of at least half cost would be given, for the school block, say Rs.40,000, for the Boarding houses, etc., (Excluding chapel of course) say, Rs.55,000. Towards the cost of purchase of new land also, we hope that Government would give us a half grant for so much as is required for the actual school buildings,

playing fields etc., excluding the Missionaries quarters. This extent would be about 50 acres the half cost of which at an average of Rs.200 an acre would be Rs.5000. The total grant would therefore be Rs.1,00,000. It would not be needed at once time and as for one scheme, but for the school and a part of the residential buildings at one time, and the remainder in the course of a few yars. It might be Government would not agree to so large a grant, but give only 1/3 for the residential part; which would make the Government grant Rs81,000/

The figures of this scheme are as follows:-

Realisations.		Expenditure.	
W.H.S. buildings and land	Rs.57,500	School buildings	Rs. 80,000
Two bungalows and land	50,000	Residential builgs	1,30,000
Govt. grants at lower figures.	81,000	Land & house, say	50,000
	188,500	Extra land	1,000
			2,61,000
Compesation for giving up the 7.53 acres in Brucepetta	60,000		
	2,48,500		

2/ These figures suggest that the Society will not have much money to find forits ambitious scheme. But it must be remembered that there are bound to be extra items under the head of expenditure which are difficult to assess, e.g., preparation of the gounds for playing fields, alterations in the existing building in the Judge s compound In any case the Mission can only contemplate this ambitious scheme with any hope of success if it receives ample compensation for the land in Brucepett and the buildings now in the residential compounds, and if it gets generous grants-in-aid from Government.

13 The London Missionary society is determined to put its best thought and effort into this school and is prepared to make any readjustments in order to make it a success. In putting these proposals before you we would affirm that we do not wish to obtain any special advantages, nor on the other hand, be in any way penalised in our attempt to develop our school in this way.

14 We should be glad to know as soon as possible if Government favours

favours the scheme, and in particular, will sell us the property. In case Government is not willing to sell us the whole property, nor willing to buy the two Mission properties near the gaol, it would meet the needs of our scheme if we could buy about 30 acres of the front part of the compound and the 5½ acres of the village site poramboke.

(Sd). E. H. Lewis,
(Sd). F. Arthur Stowell.

15 A map of part of Bellary town showing Bucepetta site and the sites of Mission Bungalows, Judge's compound and gaol is enclosed herewith.

Read also

Copy of endorsement No. Ref. C-1569/25 B4, dated the 17th March 1925 from the District Collector, Bellary to the Board of Revenue.

10

Lease - Land (Bellary) - Bellary Taluk and Town - London Mission bungalows - Acquisition.

B.615/26 ... p.106

****

REFERENCE No. B.615/26-1, d/ 23.3.26

The Board is in some doubt whether its remarks are desired on the general proposal or on the more specific proposal relating to the Jail bgln.

It is not clear to the Board ~~on~~ what point its remarks are called for

~~If it is~~ So far as the general scheme of the Mission to construct a residential High School, concerned the Board ~~is of~~ submits opinion that it will take a long time to carry out all the negotiations and that it is prima facie unlikely that Govt. will see their way to allow any compensation for the Wardlaw High School site which was leased to the mission ~~under a ninety nine years' lease free of assessment~~ for a nominal consideration and to which the mission will have no claim when its lease runs out ~~has no claim if it gives it up~~, The Board would add that ~~and that~~, the mission seems to be ~~unduly~~ very optimistic regarding grants.

Does he 27/3.

Apart from its ambitious nature and doubtful financial soundness the scheme is a sensible one.

2. ~~If however Govt. only want the Board's remarks about~~ As regards the specific proposal made by the Inspr.-Genl. of Prisons, to acquire the two mission bungalows, the Bd. ~~is of opinion~~ considers that ~~it~~ the suggestion is a good one, but that from the correspondence it is entirely unlikely that the mission ~~will~~ would give up the bungalows until it gets the Dt. Judge's bungalow and compound

~~instead~~ to replace them

3. The Collr. is being asked if this presumption is correct, and a further report will be submitted in the matter. If the mission is willing to give up its two bungalows and compound, irrespective of the question of the transfer to it of the Dt. Judge's premises, the P.W.D. will have to, ~~carefully test~~ examine the condition of the two bungalows ~~the stability of the two bungalows~~ and the other buildings, ~~in the premises~~, carefully and the Rev. Dept. ~~may~~ can then fix a value for the land. The Collr. will be requested to arrange for ~~such~~ this valuation in ~~correspondence~~ Consultation with the P.W.D. and to report the result to the Board.

4. The attention of the Collr. of Bellary is drawn to his letterNo. C. 4693/25-B-4, dated 25-8-25, addressed to the Inspector-General of Prisons, and he is requested to submit the report called for in para 3 above.

B.463

20/3/26

22/3

23.3.26

To the Secy. to Govt., R.D.,
(paras 1-3)

~~Copy~~ to the Collr. of Bellary.

C.F. 22(a)

In reply, please quote number, date and short title.*

Land Revenue & Sett. 12 DEPARTMENT.

B 1886

Received BOARD OF REVENUE * LAND REVENUE & SETTLEMENT * APR 1926 *Registered*

From (Name) Khan Bahadur Md. Bazlullah Sahib Bahadur C.I.E, O.B.E.,

(Designation) Collector of

Post Box....., (Station) Bellary.

Telegraphic Address.....

To The Secretary to the Commissioners
Land Revenue & Sett.,
Madras.

Ref. C. *No.* 4693/25-3 *dated* 13th April 1926.

Sir

Lease - Land - (Bellary) Bellary Taluk and town London* Mission Bungalows - acquisition.
Board's Ref. B.615/26-1, dated 23-3-26. p/to: Matter

The Board's presumption in para 3 of its reference is correct. A copy of a letter dated 5-4-26 p/1 abc received in the matter from the Secretary of the London Mission Society, Bellary, is enclosed. p/2 to 4

Enclosure.....

.....

.....

Spare Copies.....

V.K.R. 15-4-26.

For Collector.

95.

Copy of letter dated 5th April, 1926 from Rev. E.F. Lewis, London Mission, Bellary.

The Mission would be very strongly averse to parting with the two residential bungalows unless their proposal to buy a portion at least of the Judge's compound were accepted by Government. We have often thought over the matter and are certain there are no other bungalows in Bellary that are anything like so convenient to use so long as the Wardlaw High School is where it is. Our proposal to sell these two bungalows <u>follows</u> our other proposal to buy the Judge's compound, and is entirely dependent on upon it.

Subject.— 19

R. F. XXII-A-19 —15,001—18-12-25 (6).

FOR MEMBER

Requisition
Land & Buildings (Bellary).
Bellary Mk & town: London Mission Bungalows.

READ AGAIN B.P No. _____ dated _____ 192

" " " _____ " " _____ 192

READ ALSO :—

Register No. _____, From the B/886/26, No. _____, dated 5th May 192 6

" " _____ " " _____ " _____ " _____ 192

" " _____ " " _____ " _____ " _____ 192

RESOLUTION. Dept S. No. 657 Rev-2, dated 9-4 1926

In continuation of its Reps. B 615/26 - d 23.3.26, the Bd submits to Govt a copy of the letter from the Secretary of the London Mission Society, Bellary, d 5.4.26 addressed to the Collr. of Bellary, from which it will be seen that the Bd's presumption in para 2 of its Rep quoted above, that the Mission is not likely to part with its bungalows unless it gets the St Thomas's Mount bungalow & compound, is correct.

4pw-4.c.f.

p/3. c.f

p.o.c.f

D. No. 304.

2-4-26

3 to Govt A.S. with Copy of letter from Rev E. A. Lewis. (p/3 of Collection)

23/4

26/4

23.4.26

C.F. 32.

In reply, please quote number, date and short title.*

1 DEPARTMENT.

Received 5-AUG.1926 Registered B 3984

BOARD OF REVENUE * LAND REVENUE & SETTLEMENT

From (Name) Khan Bahadur Md. Bazlullah Sahib Bahadur C.I.E., O.B.E.,

(Designation) Collector of

Post Box ....., (Station) Bellary.

Telegraphic Address .....

To The Secretary to the Commissioners,
Land Revenue & Settlement,
Madras.

D. Dis. C. *No.* 4693/25. *dated* 23rd July 192 6

Sir,

ENCLOSURES .....

.....

.....

SPARE COPIES .....

Buildings - Bellary town - London Mission - Buildings - Transfer to Government - proposals submitted.

Ref-Madras Board's reference No. B.615-26-1 dated 23-3-26.

I have examined in detail the proposal of the London Mission for the sale of some of its buildings in Bellary to Government in exchange for the District Judge's residence with its compound.

2. As the Board is aware, the Mission is prepared to make over to Government the buildings and site of the Wardlaw High School and two residential bungalows outside the town near the jail buildings, provided the Mission is given in exchange at a fair valuation the District Judge's residence with its extensive compound. The valuation of all these buildings has been made by the Public Works Department and the market value of the land has been estimated by the Revenue Department. The accompanying statement shows these valuations.

1 Enclosure

(M)

3. The annexed plan (A) shows the buildings of the Wardlaw High School and the surrounding land. The portio shaded red and blue in the plan belong to the Mission, while the portion left white between these shaded portion was leased to the mission in 1813 for a nominal considerati The renewal of this lease for 30 years has recently been sanctioned by the Board. The mission has no objection to surrender this site to Government in the event of the

proposed exchange being accepted. The portion shaded blue to the north of the lease site is occupied by the main -- building of the Wardlaw High School and other subsidiary buildings. This land together with the small portion shaded blue to the extreme south of the lease-site measures 2.35 acres and is valued at Rs.62.548/- with the buildings standing thereon. (Please see Part I in the enclosed statement). The market value of this land is estimated at Rs.2/- per square yard as it is situated in the heart of the town, and is specially valuable. The mission is willing to part with all these buildings and grounds except the portion shaded red which contains a church, the vacant land adjoining the church being required for houses for Christian

4. A sketch showing the two residential buildings belonging to the Mission and their situation with reference to the Jail buildings and other surroundings is enclosed. (Marked B) The buildings face the club road leading from the Civil Lines to the Cantonment and have in connection with them another small building which is used as a Christian Hostel. The vacant land appurtenant to these buildings measures about 10 acres out of which 5½ acres are free-hold. As will be seen from the sketch, this land immediately adjoins the Jail Buildings. In the enclosed statement, the market value of this site is taken as 4 As. a square yard as in the case of the compound of the Judge's Bungalow, although being nearer the new extension, the land is slightly more valuable than any part of the Judge's compound. The value of these buildings together with the lands attached to them is estimated at Rs.55,500/- as shown in part II of the enclosed statement. This estimate, if anything, errs on the side of caution.

5. The total value of the buildings and the land which the Mission proposes to make over to Government

comes to Rs.1,18,048/-. The value of the District Judge's residence with its compound of 95 acres which the Mission wants to purchase in exchange is estimated at Rs.1,46,180 (please see Part II of the Statement). The proposed exchange would thus result in a net profit of Rs.28,132/- to Government and if the lease site which the Mission proposes to surrender is laid out into convenient plots and sold for decent dwelling houses for the better class of residents, it would result in a much larger profit. This lease site has long been in the possession of the Mission and being situated in the middle of the most important part of the Town and immediately behind the public offices, it is about the most valuable building site in Bellary. It measures 7.53 acres and if it is divided into plots and sold by public auction, it will fetch not less than Rs.60,000/- excluding the portions required for the roads to be formed(please see part III of the statement). The total profit to Government arising from the transaction would thus be Rs.28,132/- plus -- Rs.60,000/- say Rs.88,000/- in round figures. The Mission claims a compensation of Rs.60,000/- for the surrender of the lease site. This claim however is by no means a claim of right but only a moral claim based evidently on its long enjoyment of the land, the services it has rendered to Bellary during the past many years and the ambitious but very laudable character of the scheme for which it wants the Judge's Bungalow and its compound. The establishment of a residential High school on the lines of English Public Schools would prove an inestimable boon to Bellary. But it would mean an enormous amount of initial outlay and it is, I take it, only in consideration of this that the Mission ask for some substantial --- compensation for the surrender of the lease-site. The request, in my opinion, deserves the favourable consideration of Government. Even if the full amount claimed is given

given away as a grant, Government stands to gain by the transaction. Apart from the favourable financial aspect of the proposal, the acquisition of the two Mission Buildings would help to solve two outstanding difficulties. The scheme for a Girls' Secondary School at Bellary has been held up for want of a suitable site or building. The Wardlaw High School Buildings are well adapted for a Girls' School and the site is ideal for the purpose. I have consulted the Director of Public Instruction and the Inspectress of Girls' schools in the matter and they agree that the site is central and the buildings very suitable. The proposal of the Inspector-General of Prisons for providing quarters for the Jail Superintendent is likewise hanging fire for want of a suitable site. Of the two residential buildings belonging to the Mission, the one occupied by Rev. E.H. Lewis which immediately adjoins the Jail Buildings is well suited for the Jail Superintendent's quarters and the Inspector-General of Prisons had proposed its acquisition. The other bungalow may be made the official residence of the Conservator of Forests, the bungalow at present occupied by the Conservator which is close to the Collector's Bungalow being given to the District Judge.

6. Thus, from all points of view, the proposed transaction is very desirable and I commend it for the favourable consideration of Government.

K.K.R. 3-8-26

For Collector.

Statement showing the value of lands and buildings in Bellary belonging to the London Mission.

Part I.

1.	Wardlaw High School(Main Building)		Rs. 26,200
2.	Elementary School	Block A	3,000
3.	do.	" B	3, 000
4.	Class Room	" C	1,400
5.	Detached class room	" D	1,100
6.	Dwelling House	" E	2,000
7.	do.	" F	1,300
8.	do.	" G	800
9.	Compound wall		1000
		Total Rs.	39,800
10.	Value of land--2-35 acs. portion marked blue at Rs.2 a sq. yd.		22,748
		Total of Part I	62,548

Part II

1.	Value of two residential bungalows near the Central Jail	43,400
2.	Value of land about 10 acres of the two residential bungalows of which 5½ acs. is free hold at 4 as. a sq. yd.	12,100
	Total Part of II	55,500
	Total of Parts I & II.	1,18,048

Part III.

Statement showing the value of land and buildings to be made over to the London Mission by Government for the proposed residential school.

1.	Value of the District Judge's Bungalow	Rs. 31,230
2.	Value of land 95 acres forming the premises of the Dt. Judge's Bungalow at 4 as. a sq. yd.	1,14,950
	Total	1,46,180

Part IV.

Values of 7-53 acs. to be realised by sale.	72,890

For Collector.

K.K.R. 3-8-26

20

Subject.—

H. S. XXII-A-12.—15,000—1-12-25 (S

FOR MEMBER

Requisition Land & Bldgs (Bellary, Bellary H & L town — London Mission buildings

READ AGAIN B.P. No. _____ dated _____ 192

" " " _____ " " _____ 192

READ ALSO :—

Register No. _____, From the B. 398 A/26 No. _____, dated _____ 192

" " _____ " " _____ " _____ " _____ 192.

12-55
MBCS
178

" " _____ " _____ " _____ 192.

RESOLUTION. Resp No. 6057/26 dated 4-8- 1926

p 3.c.f.

In his letter to Govt no 9/680, d 11.9.25, the D. C. of Bellary proposed to house the Dt Medical Off in one of the two Mission Bungalows. The Govt is requested to report whether there is any necessity to provide the Dt. Medical off with a bungalow near the jail, since there is a jail hospital and where he is now residing and at what distance from the jail. If his residence is within the area covered by the sketches, it should be marked there.

The reply to this reference should be submitted within three days

16-8-26

Dept H
18/8

Govt
Dept H
18/8

Copy of Bellary with 2 sketches
a copy of letter (clearer) from
Dy. Sup. of Prisons
No. 9/680 d 11-9-25.

17/8

21

Subject.—

B. F. XXII-A-19.—15,004—18-12-25 (6

FOR MEMBER

Acquisition Land & Bldg (Bellary). Bellary Jail & Com. London Mission Buildings.

READ AGAIN B.P. No. _____ dated _____ 192 .

" " _____ " " _____ 192 .

READ ALSO :—

Register No. _____, From the Agt B 6657/26-3, No. _____, dated 9.8. 1926

" " _____ " " _____ " _____ " _____ 192 .

2 PM 26/8

" " _____ " " _____ " _____ " _____ 192

RESOLUTION. Agt B No. 6657/26 dated 26.8. 1926.

The Govt is requested to submit at once his reply to the reference quoted above

26-8-26.

25/8/26

Govt of Bellary. Dy No 4445 26/8

C.F. 32.

In reply, please quote number, date and short title.*

22

DEPARTMENT.

BOARD OF REVENUE * LAND REVENUE & SETTLEMENT * 27 AUG. 1926

Received *Registered* B 4465

From (Name) R. C. Herbert Esquire I.C.S.,

(Designation) Acting Collector of

Post Box....., (Station) Bellary.

Telegraphic Address.....

To The Secretary to the Commissioners
Land Revenue & Settlement,
Madras.

Pef. C. *No.* 4291/26-~~Ed.~~ *dated* 26th Aug. *192* 6

Sir,

Acquisition - Land and Buildings (Bellary)
Bellary Taluk and Town Londong Mission buildings.

Enclosures..... (2 Sketches)

Spare Copies.....

Ref:- Board's Ref. No. B.615/26 dated 17-8-26. Proceedings

It is not essential that the District Medical Officer should be provided with a bunglow in the vicinity of the Jail but at present he is living in a private bungalow which is about 3 miles both from the Main Hospital and the Jail. Since he has to visit the Hospital daily and the Jail frequently, this is obviously a disadvantage.

2. The two sketches received with the Board's reference are returned.

K.K.R. 26-8-26.

For Collector

R/1678

PROCEEDINGS OF THE Board of Revenue, Land Revenue & Sett.
MEMORANDUM

Post Box No. *Telegraphic Address*

Name P. L. Moore Esq., C.I.E., I.C.S.,
Commissioner of Land Revenue
No. B.615, *dated* 26th August 1926
Ref /26-4
Short title

READ—the following :—

Again Board's Ref. No. L.615/26-3, dated 17-8-1926.

REFERENCE.

ACQUISITION - Land and buildings - (Bellary) - Bellary taluk and town - London Mission buildings.

The Collector is requested to submit at once his reply to the reference quoted above.

(Sd) N. Koil Pillai,
Assistant Secretary.

To the Collector of Bellary.

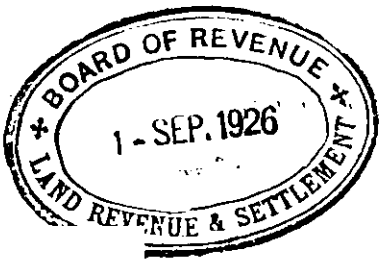
Forwarded.

(By Order)

Senior Superintendent.

V.C/26.8.26.

26-8



C No. 4291/Mo Bo

Returned

the Board's reference
was entered as in this
office Reg. C 4291/26 Bo
26.8.26

C. Martin
30.8.26
Collector

28.8.26 Recd 28.8.26

To The Secretary to the Board of Revenue
L.R. & S.
Madras

25

H. F. XXII-A-19 —15,001—18-12-25 (6)

Subject.—

FOR MEMBER

Acquisition of Erect Bgs (Bellary).
Bellary PP & Town - London Mission Bg.

READ AGAIN B.P No. _____ dated _____ 192

" " " _____ " _____ 192

READ ALSO :—

Register No. _____, From the B 3/654/26, No. _____, dated 4.10.26 192 A

" " _____ " " _____ " _____ 192 .

" " _____ " " _____ " _____ 192 .

RESOLUTION. Ag. P No. 615/26-C, dated 9.5. 1926

Submitted to Govt

pp 3-4 c.f — If in his letter no. n.9.680 of 11.9.25. forwarded for remarks with Govt

p1 c.f. — Endt. 2383 A/20-1 of 12.1.26. the I.G. of Prisons proposed to house

para 2 p3 c.f. — the Dt. Medical Offr in one of the two mission bungalows, not required for the jail depts. According to the Coll's proposal ~~the mission~~ that bungalow has to be reserved for

para 5 end - p18 c.f — the Conservator of Forests whose present bungalow is to be occupied by the Dt. Judge. The Dt. Medical

p22 c.f — Offr is at present living in a private bungalow, and the Bd

considers
~~is of opinion~~ that he may be ~~to~~ dispensed with considering
~~it~~ the present proposal as he has only to visit
the Coil and does not have to be there several times a day or spend long periods there.
1. The statement in the Coller's letter
that the proposed exchange would result in a net profit of £20,132 to
the Bd only would be correct if the mission
sold the Coller's valuation of the St
Joseph's property and Compound
in cash, and received from Bat the
cash value of the mission buildings. p 17. c. f.
However what is proposed is an
exchange, according to the Coller's p 12. n. f.
valuation, though not on the mission's
Bat lose on the transaction until
the value of the lease site which
the mission is to surrender, is
taken into consideration. This, of course,
~~if incidentally the Bd noted~~
~~would not that the facts mentioned~~ p 12. n. f
~~in para 2 above~~ during weakens ~~the~~ any
the mission may assert-
~~mission's~~ moral claim for com- p 17. c. f
pensation for surrendering the
present site
consideration as a
The ~~new~~ proposal ~~for exchange~~
whole appears to have certain merits & presents no insuperable difficulties
~~may not~~ and the Bd recommends
it ~~might~~ may be referred to a Committee
locally officials in the district concerned p 12. n. f

Mr Ag to Cable R. with 2 Maps
C.O. letter C.O. to J. Bellamy

BOARD OF REVENUE
2 : OCT. 1926
LAND REVENUE & SETTLEMENT

GOVERNMENT OF MADRAS

B 5541

Revenue Department.

Memorandum No.3063B.A/24-7, dated the 19th October 1926.

Alienation and exchange - Land - (Bellary) - Bellary town- London Mission Buildings - Board's Reference No.B.615/26-5, dated 9th September 1926.

pp 25-26 above

The Collector in his report D.Dis.4693/25, dated 23rd July 1926 has estimated the market value of the land at Rs.2 per sq.yard

para 3 - p16 above

it according to the alienation statement sent by the Board with its Reference C.No.3260-24-1, dated 16th July 1924, even the freehold value per sq.yard is only Re.1/-. The Board is requested to reconcile the discrepancy and to report (a) the correct rate of freehold value with an explanation of the basis for adopting it with reference to the sales in the neighbourhood (b) the assessment quit-rent etc. levied on the lands whose sales are taken as the basis (c) the real market value subject to the ground rent and (d) the rates of ground-rent charged on the lands in the neighbourhood.

p46@

p.p 15-18 ff

2. The Collector's letter dated 23rd July 1926 and the sketches forwarded with it show that some of the buildings on the old lease site stand partly on Mission and partly on the old lease land. The Board is requested to obtain and send a sketch drawn to scale showing the area and dimensions of the buildings on the Mission land and the old lease land respectively so that there may be no dispute about it in future.

para 3 p15 ff

3. The Collector in his report has also stated that the Board has recently sanctioned the renewal of the lease. The Board is requested to report whether the statement is correct.

4. The site in question was leased to the mission, and the lease expired 14 years ago. The Mission has therefore now no title to occupy the land and no legal claim whatever to claim any compensation for meeting it. If the Mission, however, is willing

to give up unconditionally all its claims to the site or compensation or surrendering it, the Government will be prepared to consider favourably as a matter of grace the question of paying the value of the buildings existing thereon in case the Mission does not require the land or of alienating the land with the building thereon to the Mission in case the Mission wants to continue in occupation of the site pending decision on the scheme proposed by it for exchange of the sites and buildings. If the Mission is not willing to accept these terms it will have to vacate the site. The Board is requested to ascertain and report whether the Mission is willing to surrender the site or to have it alienated to it under Standing Order No.24 on these terms.

A. D. Crombie
Under Secretary.

To the Board of Revenue, Land Revenue and Settlement.

F o r w a r d e d.

(By Order)

Superintendent.

Mr. Justice Ameer Ali and Mr. Justice Beachcroft

Beachcroft for petr - Amir Ali for Opp

B 502 of 26

Re: B 615 to B 620 of 3610.

Referred to Mr. Justice Beachcroft for report on all the points raised in the petition with the opinion called for in para 2 of it.

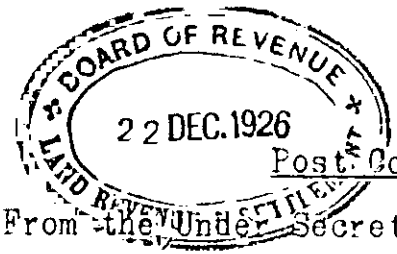
Asst
Sd/ [illegible]

For Mr. Justice Beachcroft

Sd/ [illegible] B 326

Dated 20.7.24

Dist 2H =
3.11



Revenue Department.

Post Copy of Telephonic Message.

From the Under Secretary to the Government of Madras, Revenue Department.

To the Secretary, Board of Revenue, Land Revenue and Settlement.
Dated Fort St. George the 21st December 1926.

Subject:- Alienation - Land (Bellary) - Bellary town - London Mission Buildings - Board's refce. B 615/26-5, dated 9th September 1926 and para 3 of Memo.3063 E.A/24-7, dated 19th Oct.'26.

Please see para 3 of Memorandum No.3063 E A/24-7, dated 19th October 1926 and say whether the statement made by the Collector of Bellary that the Board has sanctioned the renewal of the lease is correct.

The information is required very urgently.

(True Copy)

S.R.21/12.

Superintendent.

A8

Reply

p53 3.c.f (Q) Please see para 2 of Sort memo. no 3063
d 8.11.24. ——
with ref to that memo the Coll was
p82 (Q) asked to submit a draft leased
after obtaining the consent of the Misn
to the terms. The draft deed was revis
p94 (Q) by the Board and the revised deed
was sent to the Coll for obtaining
p95 (Q) the consent of the mission, which led
p111 (Q) The instructions given by the Sort Offices
for the proper execution of the deed were
p112 (Q) communicated to the Coll.

The Coll presumably based his
that the lease was already executed
on these facts.

[illegible] 20.XII.26

32 p31 c/f. mlle Agly D.M is subs as asstd.

Please see para 2 of Sub memo re

p53 y (Q) 3063 E/24-1 d 8.11.24.

with refce to that memo the Coll was asked on 14-11-24 to offr his remarks on the suggestions contained therein

-do- and to report if the Mission agreed to the proposal. As to the

Issue today
23.XII.26

p80 (Q) Mission agreed to the renewal of the lease, the Coll was

p82 (Q) on 14.9.25. asked to submit a draft lease deed after obtaining the consent of the Mission revised by the Bd to the terms.

lease issue Post by at once.
23.XII.26

p84 (Q) The deed submitted by the Coll on 26.11.25, was revised by the Board; and the Coll

p94 (Q) was asked on 12-12-25 to obtain the Consent of the Mission to the revised terms. The

p95 (Q) Mission agreed to the revised terms conditions, the deed was then sent to the Govt Solicitor for

p103 (Q) scrutiny on 25-1-26. The deed as revised by him was submd to Govt with Bds

p106 (Q) Ref B 58126 d 23.3.26. and as requested by the Govt Solicitor the

Coll was asked to forward
the Sol. Solicitor direct a p 106 @
copy of the memorandum & articles of Assocn of
Mission. On receipt of the
copy of the memo & Articles of
Association, the Sol. Solicitor
sent certain instructions for the
proper execution of the deed, p 111. @
is letter d 24.5.26; which was
communicated to the Coll on 12.5.26 p 112 @
in reply the instructions.
The Coll presumably took
these to mean a sanction of the
lease; while the Bd has not yet
sanctioned the same

23.12.26.

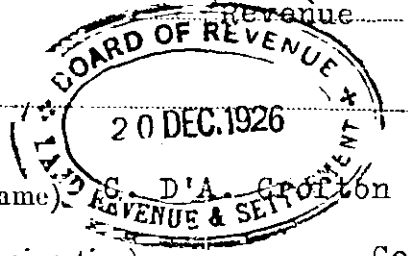
24/12/26 23.XII.26 24.12.

34

C.F. 32.

In reply, please quote number, date and short title.*

Revenue DEPARTMENT.



Received *Registered* B 6511

From (Name) C. D'A. Croxton Esq., I. C. S.,

(Designation) Collector,

Post Box....., (Station) Bellary.

Telegraphic Address.....

To The Secretary to the Commissioner,
Land Revenue & Settlement,
Madras.

Ref C. *No.* 5839/26 B-4, *dated* 16th December 1926.

Sir,

Enclosures.....

.....

.....

Spare Copies.....

Alienation & Exchange-Land Bellary Town-
London Mission Buildings
Ref:- Board's Ref B No. 615/26-6 dated 30-10-26

Please send the sketches of the London Mission Buildings forwarded to you with this office D.Dis. No. 4693/25 dated 23-7-26 for reference and return. They are required to answer para 2 of Government Memo No.

No, 3063 E A/24-7 dated 19-10-26.

K.H. 17-12-26.

For Collector.

E40
17/12.

36

Receipt .....1926. Registered..B.6609...1926.

Abstract..

Lease - Land - Bellary - London Mission Bungalows - Acquisition - Mission's Scheme for the development of the High School. Orders passed.

Revenue Department.

G.O. 2181 Mis. Dated 22nd December 1926.

Read the following:-

From the Inspector-General of Prisons, No. G.680 dated 11th September 1925. ff3-4 above

From the Board of Revenue, Land Revenue and Settlement, Ref. B. 615/26-8, dated 9th September 1926. ff5-21 above

---

O R D E R:-

The Government observe that the London Mission claims a compensation of Rs.60,000/- for the surrender of the 7.53 acres of Government land covered by the time expired lease. The Government ~~dmnbt~~ do not admit that the Mission has any right to occupy the land after the expiry of the lease and therefore do not admit any claim to compensation for vacating it. The ~~mission~~ should be informed accordingly.

(By order of the Governor in Council)

J.F. Hall,
Secretary to Govt.

To the Board of Revenue, Land Revenue and Settlement. ✓
To the ~~Exec~~ Law(General)Department
Copy to the Local Self Government Department.
Copy to the Law (Education) Department.
Copy to the Public Works Department.

F o r w a r d e d.

/By order/

C.R.R./22.12.1926.

E Padmanaban 22.12.26
Superintendent.

Acquisition Land & Bldgs, Bellary

Bellary Fort & town - London Museum.

Bldgs. – Mission's scheme for the development of the High School - orders passed

B 6574/26 p34 & to Govt
B 6609/26. p36 & to Coll

Issue 4.1.27 11:30 RMKS 5-1

Ref B 6157/26-7 & 4.1.27. A copy of P.O. no 2181 m A

6y) - d 22.12.26 Communicated to the Collr of Bellary with reference to his

p15.cf. Letter No. D.310 C. 4693/25 d 23.7.

The Collr is requested to inform the mission accordingly.

2. The Board regrets that the sketches submitted to Govt. with Bldgs Ref B 6157/26-5 & S.S. may be sent for reference by the Collr and return

4.1.27.

Collr of Bellary (para 1)
Sy to Govt Offs (para 2.)

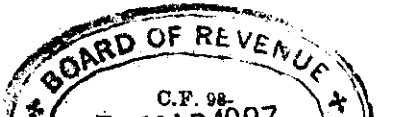
4.1.27

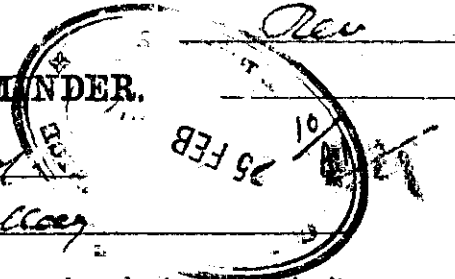
38

Rev Department.

REMINDER. _____ Branch.

REPLY.





To The Collr of Bellary

To The Secretary Board of Revenue

The undersigned ~~has the honour to invite~~ is directed to invite ~~invites~~ attention to the communication noted in the margin and to request that this reminder may be returned ~~at once~~ with information as to—

No. 3647/26-6 dated 30.12.26

(1) the stage at which the matter now is,

(2) the date by which a reply may be expected, ~~and~~,

(3) ~~the circumstances which have caused the delay.~~

2. It is requested that the reply to this reminder may be sent not later than 5.2.27

Reply will reach here in time

for Collector

Office Board of Rev

Station Ootacamund

Dated 23.2.29

H Gopalan
Signature.
Asst
Designation.

24.2.27

SUBJECT.

Lands Misc (Bells). Bellary the ... in Division. 607 Fasc

5.3.27

Coll may be reminded again on 20.3.29 if reply

4/3.9.3.27

4.3.27

C.F. 32

Land Revenue & Settlement 39 DEPARTMENT.

B 2203

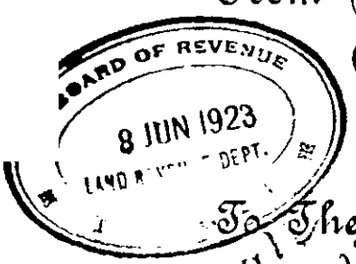
In future letters, please quote No. dated and short title *	Rec'd ..... Enclosures	Telephone No. Post Box No. Telegraphic Address:
	Reg'd ..... Spare copies	

Ref. C.7813/21-A-1. Dated 29th May 23. 192

From (Name) A.C. Duff Esquire I.C.S.,

(Designation) Collector of

(Address) Bellary.



To The Secretary to the Commissioners,

Land Revenue & Settlement,

Madras.

Sir,

Land - Wardlaw Mission School compound - Bellary.

I have to report for orders the case of the land occupied by the London Mission Society in Bellary for the Wardlaw College Institution. I have had the land as at present occupied surveyed. The total area now in the possession of the Society comes to 13 acres 78 cents. This area is composed of

(a) an area of 7 acres 53 cents granted on a 99 years lease in 1813 to Mr. J. Hands. The original terms were from time to time altered but eventually it was to be held free of all quit rent so long as the land was occupied for the purpose of a charity school.

(b) certain other areas acquired by purchase or occupied with the consent of the authorities from time to time.

2. With regard to (a) the question has now arisen what ground rent ought to be levied. The original lease contained a provision for renewal. But the period has expired, and in any case present rules do not contemplate the renewal of such lease. I am not by any means sure

however that it might not be justifiably argued that the final orders on the lease - a copy of which is enclosed, undertaking to charge no quit rent so long as the land is occupied and used for the purposes of the charity school' are still binding on Government and that Government is still bound to allow occupation free of all quit-rent. The land is unquestionably still used for its original purpose.

pp 5 to 11 below

See 'B' at p 11 below

The exemption possibly applies to the period of lease & not beyond.

3. Assuming however that Government is entitled to claim ground rent, since by oversight the Mission authorities did not raise their claim in time - before the expiry of the old lease - then it has to be decided what ground rent is leviable on this original grant. The case of ground rent leviable according to the prevailing rates in the neighbourhood would be on the assumption that the land is worth R.../- a square yard. At this rate the ground rent on 7 acres 53 cents would be Rs 1317/12/-. It must be admitted that it will be a hardship to claim so heavy a rent from a Society which has in the past done such valuable educational service in this town and district and which still continues to render that service. The order may cripple their resources, and they have surely a prescriptive right to liberal treatment. They have erected buildings of value on the land and if they had to abandon the site through inability to pay the rent Bellary would lose a valuable educational institution and the Society would lose the value of the buildings they have erected. The Society does not wish either to lose the land or the buildings or to close the institution, and will, I am told, therefore endeavour to meet any reasonable ground rent that may be levied. But I feel they have a good case for continuation of the original grant on the original tenure. I would therefore suggest as a reasonable way out of the difficulty that they should

be allowed to continue to occupy the land free of ground rent so long as it is used for charitable purposes, and that if at any time they alienate any part thereof, back ground rent at the above rate will be levied on the part alienated from the date of the expiry of the original lease.

4. The rent of the land occupied by the institution and buildings attached thereto was acquired by purchase at various times or by grant by various authorities which obviously amounts to free grant of village site. I have examined the records in the Society's possession, and they are referred to seriatim in the enclosed letter from Mr. Stowell. I am satisfied that the Society has an indefeasible right to these lands on village site patta. They have been in adverse possession as against Government in some case for about 100 years and in no case for less than 60 years. Government cannot I think claim any ground rent for the area occupied outside the original grant of 7 acres 53 cents viz., 6 acres 25 cents.

Collector.

K.K.R.2-6-23.

This Indenture made the Nineteenth day of January in the Fifty Third Year of the reign of our Sovereign Lord George the Third, by the Grace of God of the United Kingdom of Great Britain and Ireland, Defender of the Faith and so forth, and in the year of our Lord One Thousand Eight Hundred and Thirteen;- Between the Honourable Sir George Hilair Barlow Baronet & K.B. Governor of Fort St. George, and President of the Council thereof, and the rest of the said Council, for and on behalf of the United Company of Merchants of England trading to the East Indies, on the one part, and Mr. John Hands Missionary of Bellary, on the other Part;- Witnesseth; that the said President and Council, for and in consideration of the costs and charges, which the said John Hands Missionary, hath already been and shall be at, in building and finishing a Brick Messuage or Tenement, on the ground hereunder leased, and in making other improvements, and in consideration of the sum of Five Pagodas Current Money of Fort St. George, to them paid by the said Mr. John Hands Missionary, for the use of the said Company, at or before the sealing Delivery of these Presents; and also for and in Consideration of the further sums Yearly Rent, and Covenant herein after reserved and contained, on the part and behalf of the said Mr. John Hands Missionary, his Heirs, Executors, Administrators, or Assigns; to be paid, done and performed, have demised, leased, let, and to farm letten, and by these Presents do demise, lease, let, and to farm let unto the said Mr. John Hands Missionary, his Heirs, Executors, Administrators, or Assigns, all that Piece or Parcel of ground, situated and lying at Bellary - Bounded on the North side by a Nulla and the road leading from the Fort to the New Pettah; on the South side by Chitwall Raja's Garden and the back road to the new Pettah; on the east side by New Pettah; and on the West side by the Annumunta Rao's garden, and of the form and dimensions expressed in the annexed drawing;--Containing in the whole Five Cawnies, Sixteen grounds and Five hundred and Forty Square feet; to have and to hold the said Piece or Parcel of ground together with all benefits

and advantages, arising or to arise, thereby unto the said Mr. John Hands Missionary, his Heirs, Executors, Administrators or Assigns. from the Day of the Date hereof until the full end and term of Ninety Nine Years, from thence and next ensuing and fully to be completed and Ended; Yielding and paying therefor Yearly and every Year unto the said President and Council of Fort St. George, for the time being, the rent of Pagodas Sixteen, Seventeen Fanams, Twenty two and half Cash on the nineteenth day of January in every year of the same be lawfully demanded, and yielding and paying therefor at the End and expiration of every Thirty years of the Term hereby leased unto the said President and Council of Fort St. George for the time being, for the use of the said Company - the full and just sum of Thirty Pagodas current money of Fort St. George, and the said Mr. John Hands Missionary doth for himself his Heirs, Executors, Administrators, or Assigns Covenant and promise to, and with the said President and Council in the manner and form following: that is to say; that he ~~and~~ the said Mr. John Hands Missionary, his Heirs, Executors, Administrators, or Assigns shall and will truely pay or cause to be paid unto the said President and Council of Fort St. George for the time being, the yearly rent, and sums hereby reserved, at the times and in the manner and form aforesaid, according to the Reservation thereof for and during the Term hereby demised and further that the said Mr. John Hands Missionary, his Heirs Executors, Administrators, or Assigns shall and will, at his and their own proper Costs or charges well and sufficiently finish said Messuage or Tenement and the same being finished, shall at his uphold, support, sustain, Maintain and amend the same from time to time and at all times during the said term. And further that he the said Mr. John Hands Missionary, his Heirs, Executors, Administrators, or Assigns, shall not nor will at any time, during the Term hereby demised, assign or set over this Indenture of Lease, or grant a Lease of the premises hereby demised, or any part thereof, to any person or persons, whom-

demised, do or wittingly cause or suffer any act or thing to be done, in or upon the said demised premises, or any part thereof, which may grow to the annoyance, grievance or damage of the said Company, their Tenants, or the Inhabitants or their Bounds; Provided always that if the said Mr. John Hands Missionary, his Heirs, Executors, Administrators, and Assigns shall at any time or times, during the term of the demised, fail on the performance of all or any of the Covenants and agreements, which on the part and behalf of the said Mr. Hohn Hands Missionary, his Heirs Executors, Administrators or Assigns, are or ought to be done, and performed, that then it shall and may be lawful to and for the said President and Council for the ~~xxxx~~ time being., for and on behalf of the said Company, into and upon the said hereby demised Premises or any part thereof, in the name of the whole ~~or~~ reenter, and the same to have again, repossess and enjoy as if this lease had never been made, anything herein contained to the contrary thereof in any ways not withstanding and the said President and Council for and on behalf of the said Company - do hereby promise, covenant and agree to and with the said Mr. John Hands Missionary, his Heirs, Executors, Administrators, or Assigns, that the said Mr. John Hands Missionary, his Heirs, Executors, Administrators, or Assigns, paying the said yearly rent and sums reserved, and performing the Covenants herein before contained which on his and their Part and behalf, are or ought to be paid, performed, and kept, shall and may from time to time and at all times hereafter for and during the Terms of this demise peaceably and quietly have, hold, use, occupy, possess and enjoy the said piece or parcel of ground with the appertenances, without the lawful let, suit, trouble, ejection, or disturbance of the said Company, or any person or persons, whatsoever lawfully claiming or to claim, by, from, or under them. And the said President and Council for and on behalf of the said Company - do hereby further promise, Covenant and agree to, and with the said Mr. John Hands Missionary, his Heirs, Executors, Administrators, or Assigns, that he the

said Mr. John Hands Missionary, his Heirs, Executors, Administrators, or Assigns, fulfilling the Covenants or agreements herein before contained, and on his part to be performe and yielding and paying at the end and expiration of the aforesaid Term of Ninety Nine Years unto the said President and Council of Fort St. George for the time being, for the use of the said Company, the full and just sum of one Hundred Pagodas current money of Fort St. George, then this lease shall and may be renewed for a further Term of Ninety Ninexxxx years upon such terms and conditions as shall be judged reasonable. In Witness Whereof the said President and Council have set their hands and caused the seal of the said Company to be affixed, in Fort St. George - the Day and Year first above written.

Registered in the Secretary's office
By order of the President in Council
(Signed) D. Hill.
Secretary to Government.

(Signed) G.H. Barlow
" T. Oakes
" Ja.W.I. Casamajor.

(Signed) M.A. Chaplain
Collector.

(End:)

(Signed) W.I. Polson.

N.B.- The Ground in question is to be free of the Quit Rent as long as it may be appropriated to the use of the Charity School.

Sd/- D. Hill.
Secretary to Government.

Entered in the Honorable Company's Register.
(Signed) J.N. Ellis.
Collector and Registrar of Grants.

(True Copy)
6.6.23
2nd Collector.

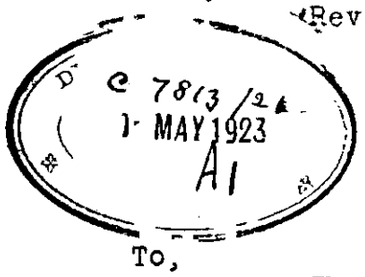
p. 1. of 17.4.23

From,

Rev. F. A. Stowell,

London Mission,

Bellary.



To,

The Collector of,

Bellary.

Sir,

Re. 7813/21- Ai Alienation Land Wardlaw High School Compound I have the honour to submit the following.

Since it is not possible to obtain a new lease on similar terms to those of the old one, the Mission is prepared to pay the reasonable Ground Rent and request Government to grant a patta to the London Missionary Society Corporation for the extent of the Land contained in the original lease, Five Cawnies, sixteen grounds, and five hundred and forty square feet, or 7 acres 65 cents; the rest of the land now constituting the Compound being held on Village Site Tenure, having been in the possession and occupation of the London Mission for over 75 years and possibly even 110 years, and one portion being Freehold.

The exact boundaries of the various portions are somewhat hard to determine, original boundaries in some cases were quite indefinite, some have since been obliterated and some have been altered by sale or encroachment. There is however no reason to suppose that any part of the originally granted land has been alienated, the variations occur only in those parts on the outskirts which are claimed to have been obtained and held differently.

I append to this a Tracing of the present Plan of the compound on which I have indicated the probable boundaries after very careful examination of all old plans and documents and letters & parts for the purpose of

Re. 7813/21 W.H.S.Compound Bellary.

p.r. of 17/4/23

of reference.

I also append a schedule giving particulars of these parts, with the grounds of my Claims for the Mission tenure.

If it please Government to grant a patta in place of the original Lease, an authenticated plan might well be attached. This would avoid future difficulties.

In submitting this to Government, I would point out that after supposing that we held this land very much as freehold or as ordinary Village site free of Ground Rent, to find that we are under the necessity of suddenly paying what seems a very large sum annually, is very difficult, and while it is realized that the Mission must pay Ground Rent, I would on behalf of the Mission request Government to fix the rate as low as possible.

I have the honour to be,

Sir,

Your most obedient Servant,

Bellary,
17/4/23

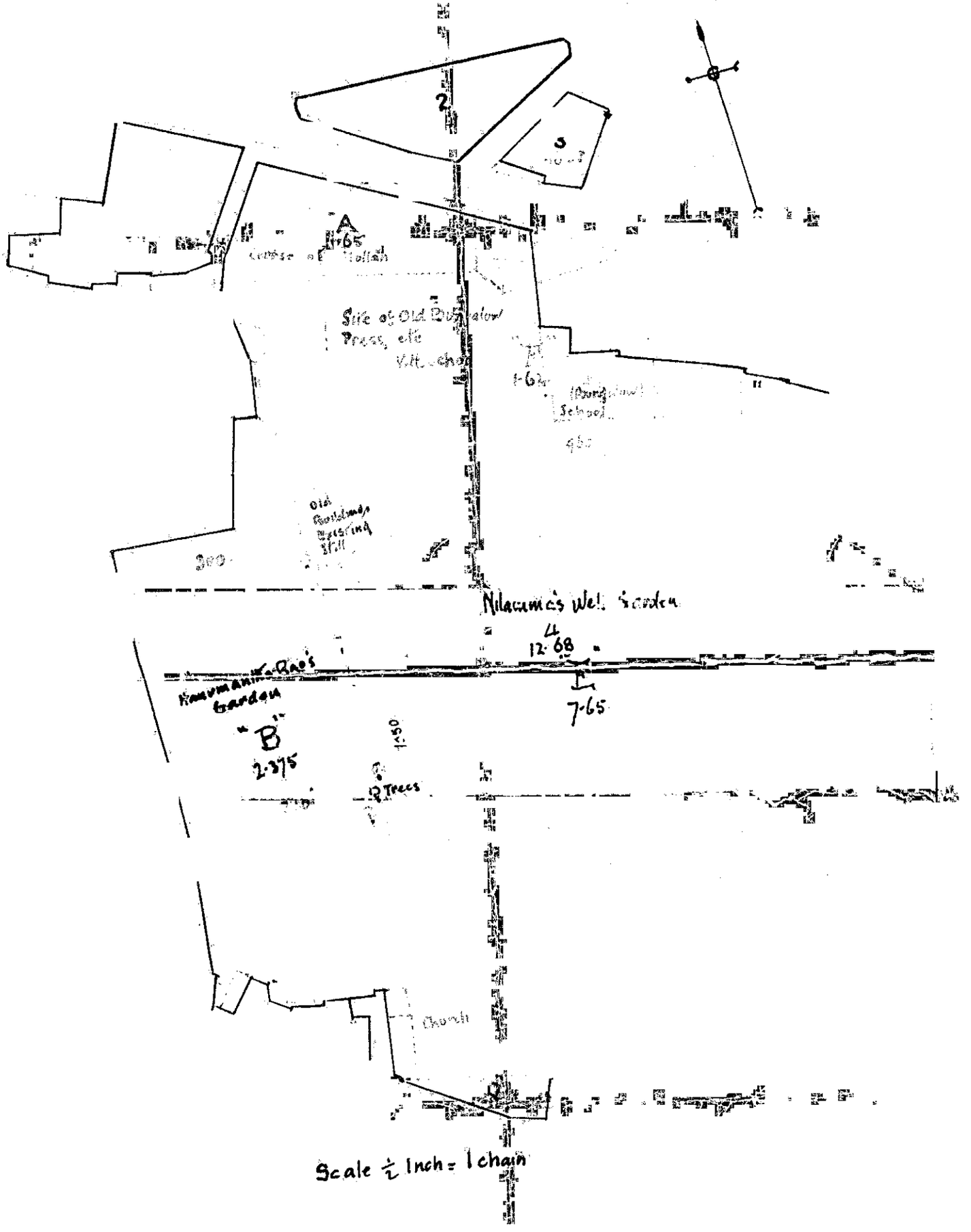
J. Arthur Stowell

Missionary, acting for
The London Missionary Society
Corporation (Regd)

48

High School Compound, London Mission, Bellary

Field No 499



Scale ½ Inch = 1 chain

Re. 7813/21 W. H. S. Compound, Bellary.

p 3 7 17/4/23

S c h e d u l e.

measurement Sketch Plan there are four Sub-divisions.

Re. No. 1 now measuring 0 acres 54 cents, part was included in a purchase from one Mariamma in 1846. Part was a portion of the land granted by Brig. Gen. Bird in 1846.

Re. No. 2, 0 acres 41 cents. Granted by Brig. Gen. Bird in 1846. Note. This grant is supported by a plan on which the General endorsed permission. We also have the written autnority of Major General Woulfe in 1843 to enclose the land which evidently was already held as Village site.

Re. No. 3, 15 cents according to plan (but I claim 16.48 cents). This is the site of Two, originally three, houses known to have been in possession of the Mission from a very early date, being shown on a plan dated 1849, probably referred to in an old document book as built in 1843, included in a Conveyance Schedule of 1877. I claim this as original Village site.

Re. No. 4, A Composite area being made up of " A " being part of the Grant by Brig. Gen. Bird in 1846, as above. This now measures about 65 cents after giving up to the widening of the road some and relinquishing the area of the private roadway to the N.W.

" B " A.Freehold obtained in the name of Rev. Macartney in 1861 measuring according to the Freehold 2.375.

" C " About 12 cents consisting of the site of a house built between 1810 and 1829 by Rev. J. Hands, and an enclosure of a triangle of land made recently with the permission of the Municipality after our claim had been challenged and conceded, and possibly the site of a house purchased in 1835.

" D " The area of Nilammas Well. This was evidently in the possession of the Mission from 1813 as shown in the plans of 1813 and 1849. A document of 1848 concedes a right of way to the servants of one Mrs. Charlotte Abraham across the Mission Land and access to the Well. The Mission therefore seems to have held th Land all round the Well. In the original Grant the we is mentioned as a boundary and ryots were to get out at that ti

from working Nilamma's Garden lands to the north, south, east and west being in the possession of Mr. Hands, the Garden also was given over their heads and they were compensated. But the area of the well is not included in the 7.65 acres. It now measures about .27.

" E " The main area originally known as Nilamma's well garden, and granted to the Rev. J. Hands, No. 1410 dated 181. area 7.65 acres. The East boundary seems definite as there is a wall all along that side with built up properties beyond. Most of the southern boundary also is quite definite . The western boundary is no longer visible, but a line can be assumed as the boundary by measurement of the Macartney Freehold. The northern boundary is the most indefinite. In a schedule of property drawn up in march 1842 the area of the garden is said to be about 9 acres and it reads as if it were thought to have all been included in the lease, but there is a discrepancy which in actual present measurement amounts to about 1.62 acres. One can only conclude that a portion was held at a very early date on some tenure such as Village Site. This would be south of the Old Nullah and north of the Nilamma Garden. In support of this I suggest that at a very early date a bungalow must have been built there, probably before 1810. The Missionary lived somewhere near if not on the land in question. He opened a School in 1812 and enlarged it in 1813. He established a printing press in 1826 (buildings said to be connected with this still exist) on the portion in question. On the 1849 plan bungalows are shown in this part, and in the 1842 Schedule the Missionary mentions the Mission Garden, and separately Seven dwelling houses and sheaks of original value 7000 etc., but specifically mentions certain other houses as being in the Garden. A legal document dated 1827 certifies " that the whole of the Mission Garden at Bellary (of which the Document to which this is attached, dated January 19 th 1813- is a grant from the Honourable the East India Company) with the Mission Chapel, dwelling houses, Printing office and all the other out-buildings on the premises, are held by me on behalf of the London Mission Society -----" he says Garden with Chapel

Re. 7813/21 W. H. S. Compound, Bellary.

p. 5 of 17/4/23

etc., not including; it can be taken as meaning separate items ~~specifically mentions certain other houses as being in the Garden~~. It can be shown that a Dwelling house was purchased from one Saxby, civilian, in 1837 a patta was given by Collector C. Pelly Esqr., to Wardlaw in 1854 (areas need deciphering); a house was bought in the N. E. corner in 1834. The locations of these items are not easy. The patta numbers mentioned above may be Paimash numbers, the figures are partly in Mahratti ; one number 621 seems possibly a reversal of 126 which is the number of the field as shown on Survey plan of 1876. However these point to an area occupied by houses between the nullah and the garden. I claim that this land is ours by virtue of nearly a hundred years of possession and occupation. The boundary indicated is arbitrary but approximate.

F. Stowell

No. 4.

Plot	"A"	65
"	"B"	2·375
"	"C"	·12
"	"D"	·27
"	"F"	1·62
"	"E"	7·65
		12·68

F. Stowell
17/4/23

London Mission,
Bellary,
S. India,

Ramandrug

Date 7/5/23

From
Rev.F.A.Stowell,
London Mission,
Bellary.

To
The Collector of,
Bellary.

Sir,

Re 78I3/2I Ai Alienation Land
Wardlaw High School Compound,Bellary

I have the honour to send to you herewitha copy of the Certificate of Freehold in the name of The Revd John Macartney ,which is referred to in the Schedule(No.4 "B")attached to mine dated17/4/23

I have the honour to be,

Sir,

Your most obedient servant,

F. A. Mun Stowell

of a Grant in Form B

Re 78I3/2I W.H.S.Compound, Bellary.

Governor in Council of Madras (Grey Seal)

WHEREAS The Revd. John Macartney, Missionary L.M.S. registered proprietor of the land herein under specified, has, under clause 2 of paragraph 4 of the Order of Government dated 5th August I859, No. I,053, paid into the Treasury at Bellary the sum of Rupees One Hundred and forty seven, and annas eight, in redemption of the quit-rent or land-tax now payable on the said land: I hereby declare, under the authority of the Governor in Council of Madras, that the said land is henceforward free of all demand on account of quit-rent, assessment, or other land-tax.

Provided, however, that this Certificate in no way affects the liability of the said land to payments for municipal or other local purposes, or for the muhtarafa; nor does it in any way affect any rights or interests which other parties than the abovesaid The Revd. John Macartney Missionary L.M.S. may have in the said land.

Specification of the Land

District.	Taluq.	Village.	Name, if any	Boundaries.	Extent.	Sum paid.			Date of payment
Bellary	Bellary		None	North by Rama rau's Patta land; South by Native houses; East by a Bangalo, and a School; and West by Lala's Garden.	Ac.G.a 2-I5-"	Rs 147	A 8	P "	22nd January I86I

By order of the Government of Madras

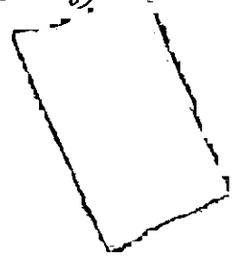
ruary I86I (Signed) A. Hathaway Collector

-21,980—12-16.

Subject.—

FOR MEMBER

Acqt. Land (Bellary) - Wasteland mission school -



READ AGAIN B.P., No. _____ dated _____ 191 .

" " " _____ " " _____ 191 .

READ ALSO :—

Register No. _____, From the B.2203/23-A, No. _____, dated _____ 191

" _____ " " _____ " _____ " _____ 191 .

_____ " " _____ " _____ " _____ 191 .

RESOLUTION for No B 2203-23-1 dated 23-6-23.

No. _____, dated _____ 191

3-35 P.M. 1st/23-6-23

sent 1-8-23

Paragraph 3 of the Coll's letter.

The Board agrees with the Collector in considering that the mission may be allowed to occupy the land free of ground rent so long as it is used for the purpose of a charity school.

The Collector is requested to submit statements of alienation of land and land revenue in the prescribed form for submission to Govt.

Paragraph 4 of the Coll's letter

As regards the rest of the land (6.25 acres in extent), the Board

b2

approves the Collector's proposal

not to impose any ground rent.

dg 20/6/23 sn 20.6.23

20/6/23

bs 22/6

Dte Collr of Bellary
with enclosures 5.28 the
said with reply.

desp 26/6

O.M.

Newspaper may be transferred
to C. Section after the issue of
the draft

dg 20/6/23.

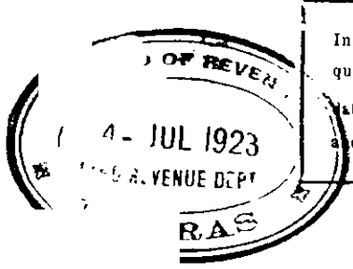
As the Current Issue has
been registered in
the B Secn Regrs, that
Secn will kindly watch
the receipt of reply &
then pass on the file
to C Secn for further
action.

dg 21.6.23

bs

B 584. C 3467

Revenue **DEPARTMENT.** 56



In future letters, please quote No. Ref.C.7813/21-A-1 and short title *

Rec'd ..... *Enclosures* .....

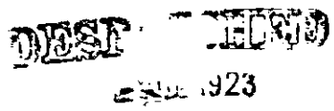
Reg'd ..... *Spare copies* .....

Telephone No.
Post Box No.
Telegraphic Address:

Dated 2nd. July 1923. 192 .

From (Name) A. C. Duff Esquire., I. C. S.,
(Designation) Collector of
(Address) Bellary.

To The Secretary to the Commissioner of
Land Revenue & Settlement, Madras.



Sir.

Assignment - Land - Bellary town - Wardlaw Mission School - Board's Refce. No.B-2203-23-1 dated 23-6-23.

Statements of allocation of land and land revenue in respect of the land under reference are enclosed.

2. The necessary enclosures are returned.

A.S.P. Ayyar
13.7.23
For Collector.

3R/3-7-23.

To C section with refce. to orders on the margin of p.6 above

7.23

District.	Taluk.	Village, Estate or township.	Area in acres.	Yearly assessment or Quit-rent foregone	Captialized amount, i.e., twenty-five times the amount shown in column 5.	Party or parties in whose favour to be alienated	Class of alienation as given in the Govt. of India's Circular No. 11-368-1, dated 16th Oct. 1896.	Grounds of Alienation.	Collector's recommendation.	Remarks.
1	2	3	4	5	6	7	8	9	10	11
158			AC.	RS. A. P.	Rs - as.					
Bellary District	Bellary	Bellary	S.No: 499 portion measuring 7 acres 53 cents Out of 7-53	1317 / 12 0	32943/12	The site is occupied by the London Mission. They have erected on it school buildings. It is used for the purpose of a charity school.				Alienation Recommended

Bellary Collector's Office
Dated: 2nd July 1923

A. S. P. Ayyar
3-7-23
Jr. Collector

To:—
The Secretary to the Commissioner of
Land Revenue & Settlement

R.F. XVIII-B-4—11,140—27-6-22.

Appendix XXVIII. (*S.O. No.* 24, *paragraph* 9.)

Application for the alienation of land in which the proprietary right belongs to the State.

DISTRICT_____

1	Description and area.	S. No. 499 of Bellary village in Bellary taluk, measuring 7 (seven) acres. + 53 cents
2	Value .. (a) Freehold ..	Rs 69388-15-2
	(b) Subject to ground-rent or assessment.	Rs 36445-3-2
3	Alienees and purpose of alienation ..	The site is occupied by the London Mission. They have erected on it school buildings. The school is a charity school.
4	Collector's remarks	Alienation recommended A. S. P. Ayyangar 3-7-23 for Collector

Bellary Collector's Office
D/2nd July 1923

Note.—The difference between the amounts of 2 (*a*) and 2 (*b*) should equal 25 times assessment or ground-rent calculated according to B.S.O. No. 21.

Are sanctioned by the Commissioner
D/ 4-7-23

Rec'd on 15-8-23

Alienation - Land Rs.

Bellary Town - London Mission

Charity School

f 31 Cf. - C 3467/23

Reference: C 3467-23-I, 21.7.23.

f 32-33 Cf. The proposals for the alienation of the land and the revenue have not been correctly worked out. The freehold value of the land has f 33 Cf. been estimated at Rs 69,388-15-2. At this rate, the acreage rate of rent value amounts to about Rs 368. The ground rent rate should be charged is therefore Rs 350 per acre. The Chief is requested to submit revised statements adopting the above rate of ground rent and to report

(1) the nationality of the Mission and its headquarters in Europe and in India

(2) whether the School has been recognised by Govt

(3) whether the mission objects to the Govt conditions

60 acres

of alienation and to the Govt.
Conditions that the Govt may
resume the land if the School
ceases and recognition of the
School is withdrawn or if
Resumption is considered
necessary in the public
interest

18.7.23 19.7.23 20/7

Issue 21.7.23

Dr. Secy to Govt

C4078

C F. 32

Revenue. DEPARTMENT.

In future letters, please quote No. dated and short title *

Rec'd ..... Enclosures .....

Reg'd ..... Spare copies .....

Telephone No.
Post Box No.
Telegraphic Address:

Ref;- 7813/21-A1. Dated 2nd August 1923. 19

From (Name) C. Duff Esquire., I. C. S.,
(Designation) COLLECTOR
(Address) BELLARY.

To The Secretary to Commissioners of
Land Revenue and Settlement
MADRAS.

Sir,

Land - Wardlaw School compound - Bellary.
Board's ref;- No. C. 3467/23-1-dated 21-7-1923.

Your reference is not in accordance with my proposal. I never suggested any conditions for resumption nor have we any right whatever to impose them. I proposed that the Mission might be allowed to continue to occupy the land free of ground rent so long as it is used for charitable purposes and you agreed with me. (vide Board's ref;- R. 2303-23-1 dated 23-5-23) Please let me know whether it is now intended to cancel your approval of my proposals.

The nationality of the Mission is British. London is its Head quarters in Europe. I shall find out what the Head quarters in India are, but I do not think any particular station is so regarded. The school has been recognised by Government.

3 The market value of the land is Re one a square yard and the average rate of rent value amounts to Rs. 193/- The ground rent was therefore adopted at Rs. 175/- an acre. The free hold value includes the market value as well as the capitalised value of groundrent. The rent value is therefore 1/25 of the market value and not of the free hold value. The alienation statements need no revision.

R. V. Krishnarao 3/8/23
for Collector,
3/8

753

RV = 69388 - 15.8 × 100 / 4

per each = 753 x 7 =

753) 27755 - 14 - 8 (36
2259
5165
4518
6475
1094

1/2
1/15

2450
7 1/2
35 1/2

150
15 1/2
35 1/2

69388
6582 7.

8871/2

55011

Alienation Kollary. – Wardlaw Memorial School Compound

Round. 4-11-23

29.11.23

C 4078/23 ——— Q

Refce :- C 3467-23-2 Dt 21-9-23.

The Board's proposal to alienate the land and the reversion subject to the following conditions

(1) The land shall be used for the purposes of the school and for no other purpose

(2) The Govt may resume the land wholly or in part, in the event of the infringement of the above condition.

(3) In the event of such resumption or in the event of the acquisition of the land by Govt either wholly or in part, the Compensation payable thereof shall not exceed the initial cost or the value at the time of resumption or acquisition whichever shall be less, of any bldg if erected or other improvements erected on the land by the Govt.

The rent value is 1/25 of the freehold value and not

of the market value. The Ld. Ar. 64/ 37/
is requested to Submit
revised valuation Statement &
Submission to Bank

21-9-23

21.9.23

21-9-20

To,
The Ld. Ar.
Bellary.

dated
21.9.

39

C.F. 98—7-22

65

COLLECTOR'S OFFICE 16 DEC 1923 CLARE

Board of Rev. Department. 12 DEC 1923

L. and Revenue Branch.

REMINDER. I. (Returnable) **REPLY.**

To

The Collector
Ballina

The undersigned ~~has the honour to invite~~ is directed to invite ~~invites~~ attention to the communication noted in the margin and to request that as early as possible this reminder may be returned at ~~once~~ with information as to—

(1) ~~the stage at which the matter now~~ is,

(2) the date by which a reply may be expected and—

(3) the circumstances which have caused the delay.

2. It is requested that the reply to this reminder may be sent not later than

No. C.B.467-23.2, dated 21-9-23

Office Board of L.R. Rev.
Station Dublin
Dated — 12-23.

Signature.
For Secretary
Designation.

SUBJECT.

Clare:— Land Rev
Loughrea Wardship
Mission - School.

To

THE Secretary to the Board of Rev
L.R. & S
Dublin

Sir,

I shall report on receipt of a reply from Rev T. A. Stowell London Mission Society. I have asked him to let me know whether the mission is willing to abide by the proposed Board conditions of alienation. As they differ completely from the conditions recommended & on the matter has been referred to England

Collector 19/12/23

7.12.23

KOM 7/12/23

Loughrea
5/12

AP

File

1.2.24

13.12.23

14/12

GO 66

Revenue Department.

Land Revenue Branch.

C.F. 98

REMINDER. II

REPLY.

To

The Curator of Bellary.

To

The Secretary to the Board of Revenue
Land Revenue and Settlement
Madras.

Sir,

The undersigned has the honour to invite / is directed to invite / invites attention to the communication noted in the margin and to request that as early as possible this reminder may be returned at once with information as to—

(1) the stage at which the matter now is,

(2) the date by which a reply may be expected and

(3) the circumstances which have caused the delay.

2. It is requested that the reply to this reminder may be sent not later than

C 3467-23-2 dated 24-5-23

I have not yet received the report from Reverend F. A. Stowell, London Mission Bellary. I will send my report as soon as I receive reply from him. He has been reminded today

C. Gordon
Collector

Office Board of Rev
Station Madras
Dated 1-24.

Signature.
For Secy.
Designation.

Reminder 31/1/24
31-1-24

1.2.24

SUBJECT

Alienation :— Land for Rev—
Bellary Town — Wardlaw
Mission School

15.3.24.

6/2/24

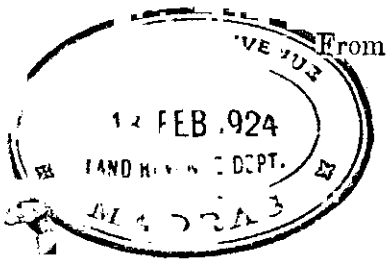
7/2

C.F. 32 (a)

In reply, please quote number, date and short title *

Land Revenue & Sett. DEPARTMENT.

Received ..... Registered .....



From (Name) A. C. Duff Esquire I.C.S.,

(Designation) Collector of

Post Box ..... (Station) Bellary.

Telegraphic Address .....

To The Secretary to the Commissioners,
Land Revenue & Settlement,
Madras.

Ref. C. No 7813/21-A, dated 10th February 1924.

Sir,

Enclosures .....

.....

.....

Spare Copies .....

*Alienation . land & land revenue - Bellary Wardlaw Mission school - compound.
Board's Ref. No. C.3467 dated 21-9-23.

Rev. F.A. Stowell reports that the Central Committee of the London Mission Society in India, has sent a recommendation to the Board of Directors London, to agree to the alienation of the Land & Land Revenue subject to the conditions of alienation laid down in Board's Ref. C.3467/23-2 dated 21-9-23.

He expects reply from the Board of Directors about the middle of March 1924.

DESPATCHED
12 FEB 924

K.K.R. 11-2-24.

For Collector.

Land Rev & Sett Department.

Land Rev. Branch.

REMINDER. **REPLY.**

3-MAY 1924 LAND REVENUE DEPT. MADRAS

To The Collector of Bellary

The Secretary Board of Land Revenue & Settlement Madras.

The undersigned ~~has the honour to invite~~ is directed to invite ~~invites~~ attention to the communication noted in the margin and to request that this reminder may be returned ~~at once~~ as early as possible with information as to—

Ref. C 3467/23-2 dated 21-9-23

(1) ~~the stage at which the matter now is,~~

(2) ~~the date by which a reply may be expected and~~

(3) the circumstances which have caused the delay.

~~2. It is requested that the reply to this reminder may be sent not later than.~~

Sir,

Submitted

No reply has yet been received from Rao Sahib C. Sivaramayya Garu

He has been requested to submit my report on receipt of reply from him.

Office Board of Rev. L.R. and Sett.
Station Chepauk
Dated 7-5-24

Signature.
for Secretary
Designation.

Countersigned
14/29.4.24

Copy of reminder
Copy
27.4.24

DELIVERED

SUBJECT

Alienation Land and Rev — Bellary Town — Wardens

Issued 2 reminders
15-6-24
12
5/5/24
5-5-24

C.F. 32. (a)

Please quote number, date and short title.

17 JUN 1924
LAND REVENUE DEPT.
MADRAS

Land Revenue & Sett. DEPARTMENT. 69

Received *Registered* C 3260

From (Name) A.C. Duff Esquire I.C.S.,

(Designation) Collector of

Post Box ....., (Station) Bellary.

Telegraphic Address.....

To The Secretary to the Commissioners,
Land Revenue & Settlement,
Madras.

Ref. C. *No* 7813/21 A-1. *dated* 14th June *192* 4.

Sir,

Alienation - Land and Land Revenue - Bellary town Wardlaw Mission - compound.

Board's Ref. No.3467-23-2 dated 21-9-23.

Rev. F.A. Stowell has reported that the Directors have accepted the conditions proposed by the Board. I request that the sanction of Government may be obtained at an early date.

2. Revised statements of alienation of land and land revenue are enclosed. The free hold value of the land is Rs.4840/- per acre. At this rate, the rent value and the capitalised value have been worked out and alienation statements prepared.

K.K.R. 16-6-24. P.T.O. For Collector.

Application for the alienation of Land Revenu payable to Government.

Bellary District.

1.	Description & area.	S.No.499 of Bellary village in Bellary taluk (portion) measuring 7 acres 53 cents.
2.	(a) Annual assessment or ground rent.	Rs.1317-12-0 @ Rs 175 per acre
3.	(b) Capitalised value (25 times ground rent.)	Rs.32943-12-0
3.	Alienees & purpose of alienation	The site is occupied by the London Mission. They have erected on it a school buildings. It is used for the purpose of a charity school.
4.	Collector's remarks.	Alienation recommended.

6/61

For Collector.

RAS

K.K.R.16-6-24.

Application for the alienation of land in which 77

the ~~property~~ proprietary right belongs to the State.

Bellary District.

1.	Description and area.	S.No.499 of Bellary village in Bellary taluk (portion) measuring 7 acres 53 cents.
2.	Value.- (a) Free hold.	Rs.36,445-3-2.
	(b) Subject to ground rent or assessment.	Rs.3501-7-2.
3-	Alienees & purpose of alienation.	The site is occupied by the London Mission. They have erected on it school buildings. The school is a ~~xxxx~~ charity school.
4.	Collector's remarks.-	Alienation recommended.

For Collector.

K.K.R.16-6-24.

Alienation. Landowner. (Bellary); - Bellary Town - London Mission - Chain School.

p47* D. C3260/24 - B

Ref.ce: C 3260-24-1 D/16-7-24

The land described in
44445 of. the enclosed Statement has
been in the occupation of the
London Mission, Bellary, for a very
long time. It was first held on
a 99 years lease. The lease
expired in 1912. The Mission did
~~never~~ not however apply for a
renewal. As the present rules
do not contemplate the renewal
of the lease, the Board proposed
to regularise the Mission's occupation
of the land by alienating it
under B.S.O. No 24. The Mission
has agreed to the Course Suggested
The Board therefore Recommends
the alienation of the land free of
Charge for the occupancy rights
and free of ground rent but
Subject to the following Conditions

(a)

(a) The land shall be used for the purposes of a School and for no other purpose

(b) The Govt: may resume the land, wholly or in part, in the event of the infringement of the above Condition

(c) In the event of such resumption or in the event of the acquisition of the land by Govt. for public purpose either wholly or in part, the Compensation payable thereof shall not exceed the initial Cost or the value at the time of Resumption or acqn: whichever shall be less, of any buildings erected or other improvements effected on the land by the Mission.

2 The Board considers it unnecessary to impose any other Conditions as it is not a case of a new alienation.

P.S. N.F.

To

The Secy. to Govt. RD

with a copy of the application for the issue of the Govt.

R4254

Revenue Department

M E M O R A N D U M

No. 3063 B/24-1 dated 28th July 1924.

Alienation -Land and Revenue - (Bellary) -Town -London Mission -Charity School. 546C-C.

Board's Reference 3260 -24-1 dated 16th July 1924.

The Board of Revenue is requested to forward to Government for reference a copy of the nine years lease relating to the land.

(By Order)

P.T.Srinivasa Acharyar,
Under Secretary.

To the Board ofRevenue (Land Revenue and Settlement)

Forwarded to the Board of Revenue (L.R. Sett.).

(By Order)

B.S. Thomas
Superintendent.

M.R.V.

C 4254/24.

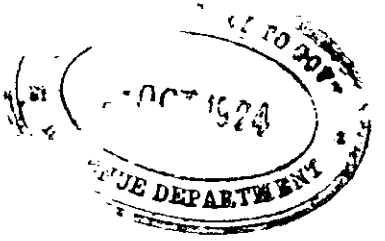
Refce: C 901/24-2 Dt. 4.8.24

The Copy of the Lease deed is Submitted.

1.8.24

4/8

Secy & Sett.
RD
a lease deed
pp5-11 C.F



4976

R.No.

M. E. Cracknan Esq., I. C. S.

Commissioner of Land Revenue and Settlement.

Reference No.

The Board solicits the orders of Government on its reference noted below.

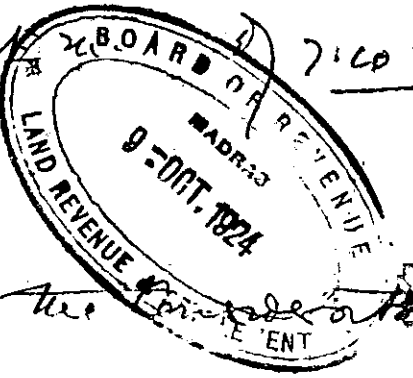
Mannaduvan
For Secretary. 2/10

To the Under Secretary to Government, Revenue Dept.
Reference No. C 3260/24-1 dated 16.7.24 C 901/24-2 dated 4.8.24
Subject:- Alienation. Land Rev. Rules
Landlaw Manual - Select.

W 3063 E 24
4 Form
7 Manu

W 2/10/24

Tender No 4383/ 7.10.24



Returned

The matter is under the consideration of the Government.

Forwarded.
Oct. 1924.

Under Secy to Govt
Rev Dept

8-10-24

Returned to Board of Rev. (Land Revenue)

15-12-24

8.10.24

C.F. 32.

In reply, please quote No. number, date and short title.

Revenue [illegible] DEPARTMENT.

Received 1924 Registered C.63[illegible]

From (Name) [illegible] Duff Esquire I.C.S.,

(Designation) Collector of Bellary.

Post Box ..... , (Station) Bellary.

Telegraphic Address .....

To The Secretary to the Commissioners
Land Revenue & Settlement.

I. C. *No.* 7013/21, *dated* 24th Oct. 1924.

Sir,

ENCLOSURES Abstract — Alienation - Land and Land Rev. Bellary Town Wardlaw Mission compound.

My Ref. C.7013/21 A-1 dated 14-6-24 on Board's p43 above

Ref. No. C.3437-22-2 dated 21-9-23. — p37 above

SPARE COPIES

I request early orders in the matter.

— 25/X

for Coll. concr.

K.K.R. 23-10-24.

KD/25/X/24

Abstract ... See 1.51 above

12.11.24 VN/31.10

C 6377

Office C 901/24-3 dt 31-10-24

The Board awaits the orders of Govt

Sd/-
31/10

29.10.24

Issue
BD
31.10.24

To The Coll of Bellary.

Sd/- 1/11

11 NOV. 1924
REVENUE & SETTLE

80 C6734

Revenue Department.

Memorandum:- No. 3063-E/24-1, dated the 8th November 1924.

Alienation - Land and revenue (Bellary) - Town - London Mission Charity school, Boards reference C.No.3260-24-1, dated the 16th July 1924. — p46 above

The Government consider that instead of alienating the land and land revenue as recommended by the Board of Revenue, the lease of the land may be renewed for a period of thirty years with a stipulation that it will terminate automatically if the land is not used for the purpose of educational work or allied purposes. The rental will be a nominal one, if no income is derived, and may be fixed at Rs 10/- per acre.

2. The Board of Revenue is requested to state whether it has any objection to the above proposal and if ~~now,~~ none to submit for the sanction of the Government, definite proposals after ascertaining whether the Mission agrees to the renewal of the lease on the above lines.

E. W. Legh,

Secretary to Government.

To the Board of Revenue, Land Revenue and Settlement.

Forwarded to the Board of Revenue, Land Revenue and Settlement

(By Order)

Superintendent.

S.B.8/11

C 6377
C 6734

Reference C 901/24-4 Dt 14-11-24.

The Collr. of Bellary is requested to offer his remarks on the suggestion made by Govt and to report if the Mission agrees to the proposal

1

The Collr. of Bellary.

C.F. 32. (*a*)

In reply, please quote number, date and short title.*

Revenue 81 DEPARTMENT

BOARD OF REVENUE

Received 9 DEC 1924 *Registered* C 7805

From (Name) W.O. Newsam Esq., IC.S.,

(Designation) Collector of Bellary

Post Box ....., (Station) Bellary.

Telegraphic Address .....

To The Secretary to the Commissioners of Land Revenue, M A D R A S.

SECRETARIAT 22 DEC 1924

Ref. C. *No* 7813/21-A-1, *dated* 20-12-24. *192*

Sir,

ENCLOSURES.....

.....

.....

SPARE COPIES.....

Alienation--Land and land revenue--Bellary Town--London Mission--Charity School.

Board's. Ref. C. 901/24-4, dated 14-11-24.

1534

Rev. F.A. Stowell, Principal of the School reports that he has submitted the proposal to the Directors of the Society in London for their approval. It will

will take some time before a reply is received from the mission.

For Collector.

N.K.S. 23/12.

To A/S

This may be filed and the Coll^r reminded on 20-2-1925 if nec

23/12/24

Revenue DEPARTMENT. 57

C.T. 98—132,232—9-9-24.

REMINDER. Land Revenue *Branch.* **REPLY.**

27 FEB. 1925 BELLARY

To THE Collr of Bellary

D Coll's letter C 7813-21-A 7 dated 20-12-24

The undersigned ~~has the honour to invite~~ is directed to invite ~~invites~~ attention to the communication noted in the margin and to request that this reminder may be returned ~~at once~~ as early as possible with information as to—

(1) the stage at which the matter now is,

(2) the date by which a reply may be expected, and

(3) the circumstances which have caused the delay.

2. It is requested that the reply to this reminder may be sent not later than

Office Bd Rev,

Station Madras.

Dated 18-2-25

Signature. Asst Secy.

Designation.

SUBJECT.

Alienation - Land Rev - Bellary

Town - Kondem Mission - Charity School.

Bd's No. C 901/24-4 dated 14-11-24

To THE Board of Revenue & Settlement Madras

Sir,

Reply has not been received from Rev: J. A. Stowell, ~~Acting~~ ~~been reminded to-day~~ this is due to the ~~delay~~ in communication with the Stone Board. I have spoken personally to Mr Stowell

Collector 21-2-25

COLLECTOR'S OFFICE Rec'd 21 FEB 1925

23.2.25

23.2.25

18-2-25

5.8 04

A.S.

The Cothr may be remanded

again on -1-4-25

Ad2 Dss 2.25

2-3 .1-25=.2

Ad2

2B

B 1175 57 85

B. Dis. C. 1569/25-B-4.

Forwarded to the Board of Revenue. M63-674

2. The proposals contained in this letter affect a number of departments, Revenue, Education, Lands, Judicial, Public Works, Local & Municipal, and it is therefore difficult for me to put forward any more concrete proposals until I have some idea of the attitude towards the various aspects of the proposal which the departments concerned are likely to adopt.

LAND SETTLEMENT 24 MAR 1925

3. Revenue. These proposals will bring to a close the now almost historic correspondence about the grant of land included within the London Mission's holding in Brucepett on which the Wardlaw College now stands.

So long as this land 7.53 acres remains in the occupation of the Mission for charitable purposes it will bring no ground rent into Government or housetax into the Municipality. Government have already in some degree admitted the Mission's claims to the land and would clearly not turn them out so long as the school remained there. But if the school were removed whoever took over the buildings, the large area of unoccupied and now used for play grounds would be available for town planning purposes and that land if auctioned as house sites would bring in a very handsome return to Government. The value is put down in this application at 1,00,000. I am inclined to think that divided into plots it would yield even more. The Mission's request that they might be given 60,000 as compensation for leaving so central a site seems to me therefore eminently justified. Government ought still to make a profit of 40,000 on that transaction, and the Municipality will profit also by being able to open up new roads and by house tax obtained on the valuable mercantile buildings that are certain to be built in the area.

4. II. Education. Ever since I have been in Bellary I have been trying to find a suitable place for a Girls' High School. There are of course plenty of sites, but they are all outside the town and people are still too attached to allow their girls to go out to any distance to school. If the Wardlaw

School buildings could be bought by Government for a Girls High School the site would be ideal.

(b) I need not say anything about the Mission's own scheme for a school except to commend it for favourable consideration if and when the question of ~~xxxxxx~~ making grants arises.

4. III. Jails ~~Gaols~~ The Bellary Central Jail is at present overcrowded. There is already a scheme for building an extension for quarantine purposes and undertrials, and a new house is required for the Superintendent. Purchase of the Mission buildings which lie contiguous to the gaol would ~~xxx~~ solve the problem.

5. IV. Judicial. The land and building which the Mission would like to purchase is the residence of the District Judge. The area of the compound is not far short of 100 acres. It is vastly too large for the Judge nor ~~xx~~ is it of any commercial value - at any rate now- for prospective building sites. Bellary is extending in a different direction. The rent of the bungalow is ... partly on account of the great acreage of the compound. Whenever an Indian Judge is posted to Bellary Government loses, because the full rent exceeds the amount an Indian Judge other than an Indian Civilian is liable to pay. The present judge, who is a civilian himself, thinks the bungalow much too large for his needs. But supposing the house and compound were sold another house would have to be bought ~~xxx~~ or built or rented. At the moment there are houses that would do well enough in the Cantonment. There is also the possibility of building on part of the compound of the Conservator of Forest's house. That compound is ~~very~~ also enormous -- over 70 acres.

St Gabriel's Bungalow

6. V. Public Works. are concerned as the building is in their charge.

7. V. Local Self-Government is concerned because the abandonment of the Wardlaw College compound provides the Municipality with the long-desired opportunity of roads through the land now belonging to the Mission and so developing a very valuable property of the town.

 64 87

8. If from the Revenue point of view the scheme appears prima facie desirable to the Board, may I go ahead and consult the various departments concerned and so put up more concrete proposals?

For Collector.

W.K.S. 20/3.

To

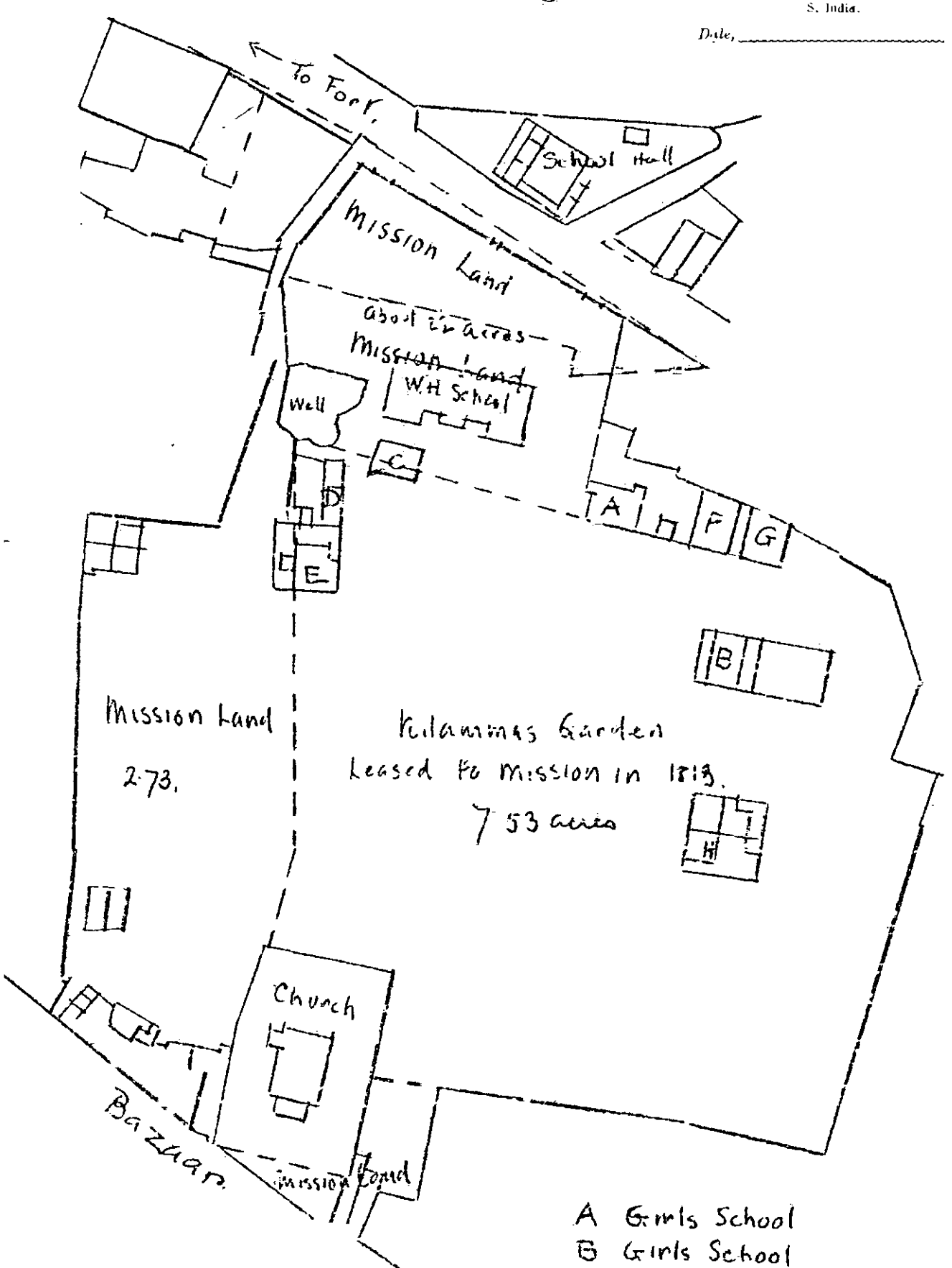
The Secretary to the Commissioners of

Land Revenue & Settlement, Madras.

88

London Mission,
Bellary,
S. India.

Date, _____



A Girls School
B Girls School
C Class Room
D manual Training Rms
E Dwelling house
F "
G "

Rev. E. .Jewis,
Rev. .Arthur Stowell

London Mission,
Bellary,
S. India.
Date, IIth March,25

To A.C.Duff Esq I.C.S.

District Collecter,

Bellary

Sir,

The London Mission is planning to develop its High School in Bellary into a residertial High School and requires for this purpose a considerably larger area than the present compound in Bruce Pettah, Bellary City. We wish to dispose of our buildings in the town and transfer the school to a convenient site on the borders of the town. The only site we can find suitable to our plans is that in the Civil Lines to the north of Bellary, where the District Judge's Residence is situated. There is a large compound of 90 acres in which we would find ample space for our School buildings, a series of Boarding Houses, School Chapel, etc., andthe necessary space for organised and unorganised games for about 240 boarders and I20 day boys.

The Mission would be prepared to buy the whole compound and the Bungalow if it could be obtained at a price within its resources. We understand that it is valued at approximately Rs3I,000. There is also a strip of about 5¼ acres of village site peramboke between this compound andthe road which we should like to obtain, if possible, to add to the new site.

A sketch plan and estimate for the necessary school buildings shows an approximate cost of 80,000; the Residential part includes 9 Houses' each with accommodation for 30 boys and a House Master, a Dining Hall and Kitchen Block, Servants quarters, Sanitary provisions, etc., and the cost would be about I30,000

The Total cost of the scheme is therefore

School buildings	80,000
Residential buildings	I30,000
Purchase of site and Bungalow, say,	5I,000
Total	26I,000

90/64

London Mission,
Bellary.
S. India.

Date,

As regards the disposal of the present School buildings, we wish to sell them together with the land on which they are situated, It is understood that a scheme for having a Girls Secondary School in Bellary has been held up for want of a Site. We think that the W.H.S. buildings would be very suitable for this purpose, and the Inspectress of Schools shows herself desirous that Government should purchase them. There is a main block valued at about Rs 30,000; 2½ acres of land belonging to the Mission, very valuable, a low price would be Rs 15,000; two Elementary Girl School buildings (These schools would be transferred to other localities) worth at least Rs 5,000; 4 detached class rooms worth Rs 5,000; three dwelling houses close by, which the Inspectress of Schools says would be required for the residences of some of the staff, worth Rs 800 or Rs 1,000 each, say, Rs 2,500. In all therefore the School is valued at about Rs 57,500

62 cf Of these buildings the Main block, one of the Girl Schools 'A', two dwelling houses 'F', 'G' appear to be on the Mission land. The other Girls School 'B' the detached Classrooms 'C' 'D' and the dwelling house 'E' are built on part of the land amounting in all to 7.53 acres which was granted to the Mission in 1813 on a 99 years lease free of all taxation. The Mission's present position with regard to this land has still not been finally settled. So long as it is occupied with the present buildings and playground it brings in no revenue either to Government or to the Municipality. If however it were allotted in part to the suggested Girls High School and in part as building plots the land would constitute probably the most valuable site in Bellary, situated as it is in the middle of the most important part of the town and immediately behind all the big offices. We feel therefore that if we give up all claim to this very valuable site we are entitled to compensation. The value of the land for building purposes must be not less than Rs 1,00,000, and we feel that we might justifiably claim compensation whether in land or in cash to the extent of between 60 and 70 thousand rupees.

London Mission,
Bellary,
S. India.

Date,

Provided the Mission could obtain the new site by purchase, and could count on a fair amount of Grant in aid for the erection of the new buildings it would be prepared to sell the old School and site.. (Note- The present school buildings were put up without any grant in aid.)

Block (V) The Mission owns two Bungalows on the opposite side of the road to the Judge's compound and between the road and the Central Gaol.

We understand that the Bellary Central Gaol needs more land and bungalow accommodation. The present Mission bungalows stand immediately next the Gaol and if the Mission can buy the Judge's Bungalow and compound, it would be able to sell the present two Bungalows with land and appurtenances The Bungalows are worth Rs 35,000. The land is about 10 acres in extent, 5½ of which is freehold. It is worth not less than Rs 10,000, having Road-frontage throughout, and being closer to the new residential quarters of Bellary, than any part of the Judge's compound. There is also a building now used as a boarding house, on the Mission land worth about Rs 7,000. The total value therefore of the Mission Bungalows, land and appurtenances is not less than Rs 50,000

We hope that a Grant-in-aid of at least half cost would be given, for the School block, say, Rs 40,000, for the Boarding Houses, etc (excluding Chapel of course) say, Rs 55,000. Towards the cost of purchase of new land also, we hope that Government would give us a Half-Grant for so much as is required for the actual schoolbuildings, playing fields, etc., excluding the Missionaries' quarters. This extent would be about 50 acres, the half cost of which at an average of Rs 200 an acre would be Rs 5,000. The total Grant would therefore be Rs 1,00,000. It would not be needed at one time and as for one scheme, but for the school and a part of the residential buildings at one time, and the remainder in the course of a few years. It might be Gov Government would not agree to so large a Grant, but give only 1/3 for the residential part; which would make the Government Grant Rs 81,000.

London Mission,
Bellary.
S. India.

Date, _____

we could buy about 30 acres of the front part of the compound and the 5½ a acres of the village site peramboke.

We have the honour to be

Sir

Yeur most obedient servants,

E. H Lewis
Arthur Stowell

A map of part of Bellary town showing Bruce Pet site and the sites of Mission Bungalows & Judges Compound and Gaol is enclosed herewith
Yrs.

Subject.— 84 R. F. XXII-A-19.—18,003—12-12.

FOR MEMBER

Lease (Bellary) – Bellary Town – Wardlaw Mrss... Compound

READ AGAIN B.P No. _____ dated _____ 192

" " _____ " _____ 192

READ ALSO :—

Register No _____, From the B. 1195/25—Q No. _____, dated _____ 19

" " _____ " _____ 192

" " _____ " _____ 192

RESOLUTION. Reece No. B 1195—25-1 23-4 1925

As it will take a long time to push through the scheme ~~now~~ proposed, even if feasible, the Board considers that the Collr should now get on with the lease in respect of the 7·53 acres of land for 30 yrs as suggested by Govt, ~~and~~ report later in more detail if he thinks that the proposal for sale can be seriously considered from the point of view of Govt

2 nf

1534

annual rent of Rs 10/- per acre. The Collr is requested to obtain & submit a statement from the Mission County to their arrangements. ~~He may~~

He may

the Collr of Bellary

Rs 22214

It is therefore requested to ascertain and report if the Mission agrees to the proposal to renew the lease on the lines suggested by Mr. Roots

f. 53 f

To the Coll. of Beirut

[Enclr #1589 of 2-5-28 – reply to Remdr from Aleppo #2878 of 1/

Board of Rev DEPARTMENT. 1D

L&S Branch.

C.F. 98—132,000—9-9-24.

REMINDER.

To THE 17 MAY 1925 Bellary

The undersigned ~~has the honour to invite~~ is directed to invite attention to the communication noted in the margin and to request that this reminder may be returned at once with information as to—

(1) the stage at which the matter now is,

(2) the date by which a reply may be expected, and

~~(3) the circumstances which have caused the delay.~~

2. It is requested that the reply to this reminder may be sent not later than 25.5.25.

3 No. 1695/25-1, dated 23.4.25.

Office Board of Rev

Station Ootacamund

Dated 15.5.25

Signature. Inapplicable

Designation.

SUBJECT.

Lease (Bellary). Bellary Fort town — Mutton Mamun Compound

REPLY.

To THE Secretary to the Board of Revenue, L.R. & Settlement

Madras

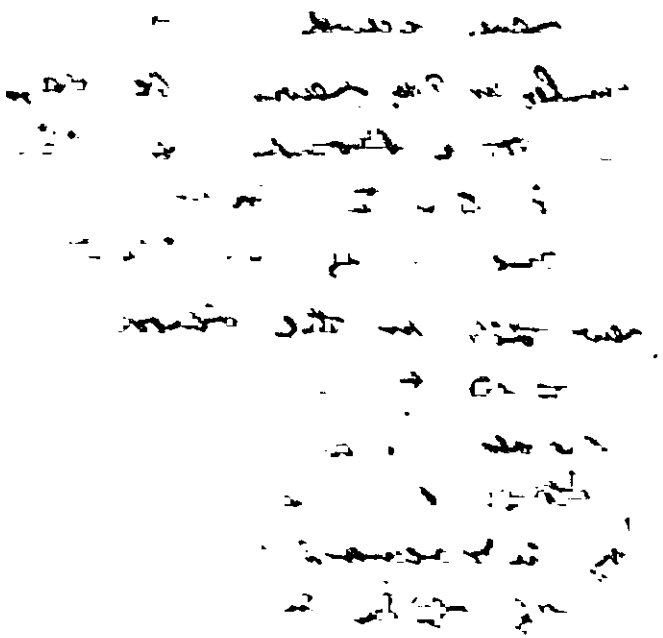
Sir,

I have received a reply today from Mr. R. Lewis. He says that the Home Board has issued two instructions about the 30 years I have orally considered the new site for the school proposal towards to push through the proposal but as by Mr. Lewis's Board's memo. both the instructions M/C 1569/25-B4 by endorsement 1, dated 17.3.25 a reply regarding the lease cannot be expected for another 2 months now

Yours

12.5.25 Collector of Bellary

P.T.O.



To Colby may be reminded on 15-7-25.

B2402

Rev. 19 Sett. 98 **DEPARTMENT.**

In future letters, please quote No., dated and short title *

Rec'd ..... Enclosures .....

Reg'd ..... Spare copies .....

Telephone No.
Post Box No.
Telegraphic Address:

Sc No. 312/B5-24 Dated 13th June 1925.

BOARD REC'D 17 JUN. 1925 SETTLEMENT

From (Name) M.R.Ry., A.A. Venkatarama Ayyar Avl., B.A.,
(Designation) Special Settlement Officer, Party No.111
(Address) Bellary.

To The Secretary to the Commissioners of
Land Revenue and Settlement, Chepauk,
Madras

Sir,

* Assessment - ground rent - Bellary Town - revision - Items Nos. 186 and 187 - orders requested.

Ref :-- Board's reference No.F. 596/23-10 dated 14-11-24

13 99

I request I may be informed whether the orders of Government have been received in respect of cases covered by Item No. 186 (Students Hostel) and Item No. 187 (Wardlaw High School) referred to in appendix XVIII to my letter R.C. No. 64/Bd dated 6-6- 1923.

K. Narasimhachari
15.6.23

for Special Settlement Officer.

MKG/15

B.
15 6 23

74

Subject.—

H. F. XXII-A-19.—18,063—12-12-24.

FOR MEMBER

Hon'ble Minister

Revenue

Irrandreddy (Bellary) Bellary Tm.

Accn.

READ AGAIN B.P No. _____ dated _____ 192

" " _____ " " _____ 192

READ ALSO :—

Register No _____, From the B 2402/25 (P), No. _____, dated _____ 192

" " _____ " " _____ " _____ 192

" " _____ " " _____ " _____ 192

RESOLUTION. Paper B No. 11957/25-2, dated 1-1- 1925.

H.P. No (J.) M 2868/24

Copy of the order of Govt. received regarding transfer of item No 186 (Inadequate Hospital) is furnished to the S. S. O.

Final order of two remained yet to be received as regards item No 87 (Kandikere Rej. Hospital)

nil P 6806/24.

Rao

Ry

S. S. O. North South Kan Coll

G.O 1868 Fin Acc of 22.11.24

Board of Rev. DEPARTMENT 11/C 7813/21 C.F. 98—132,232—9-V 24.

REMINDER.

Coll. Sett. Branch.

To THE Collector of Bellary

The undersigned has the honour to invite / is directed to invite attention to the communication noted in the margin and to request that this reminder may be returned at once with information as to—

No. 5734, dated 23-4-25

(1) the stage at which the matter now is,

(2) the date by which a reply may be expected, and

(3) the circumstances which have caused the delay.

2. It is requested that the reply to this reminder may be sent not later than 1-8-25

Office Bd of Rev

Station Coimbatore

Dated 22.7.25

Signature. [illegible]

Designation. Asst

SUBJECT.

Lease (Bellary) Bellary 4 stores — Cardiac Mission Compound

REPLY.

To THE Board of Rev & Sett, Madras

Sir,

Reply has not been received from Rev J. A. Stowell

27.7.25

Collector

26-7-25 Ans 27/7 28 JUL 1925

To be kept may be reminded 1-9-25 if necessary

30.7.25 28/8

Subject. 76 102

R. F. XXII-A-19.—18,003—12-17-24.

FOR MEMBER

Lease (Bellary) - Bellary Taluk and Town Land Nuisance Compound

READ AGAIN B.P No. 1195-21-1 dated 23-4-25 192 R.

" " " " " 192

READ ALSO :—

Register No ____, From the ____, No. ____, dated ____ 192

" " ____, " " ____, " ____, " ____ 192

" " ____, " " ____, " ____, " ____ 192

RESOLUTION. Refer B No. 1195-25-3 dated 8-8 1925

with reference to his conversation with the Land Revenue Commissioner on the above subject the Collector of Bellary is informed that the Board is still unwilling to sanction the proposal for sale of the site in question but is willing to consider a detailed report if he thinks that the proposal for sale can be seriously considered from the point of view of Government

(Fo)

17/8

17/8

17/8

To Collr of Bellary.

Land Revenue & Sett. DEPARTMENT.

In future letters, please quote No. dated and short title *	Rec'd ____ Enclosures ____ Reg'd ____ Spare copies ____	Telephone No. Post Box No. Telegraphic Address:

Ref. C.4206/25-B-4. Dated 16th August 25. 192

From, (Name) A.C. Duff Esquire I.C.S.,
(Designation) Collector
(Address) Bellary.

To The Secretary to the Board of Revenue
Land Revenue & Sett.,
Madras.

1 AUG 1925

Sir,

Leases of Bellary, Bellary town - Wardlaw Mission compound.

Ref:- Board's Ref. No.B.1195-25-1 dated 23-4-25.

Enclosed is a copy of the letter received from Rev. Mr. E.H. Lewis, the Secretary, London Mission Bellary. He states that the Directors of the Society in London have authorized the central committee in India to accept the renewal of the lease of the Wardlaw mission compound in accordance with the Government's stipulation and that the central committee also have resolved to accept the Government's ~~offer~~ offer. I have asked Mr. Lewis to forward to this office the resolution of the Central Committee accepting the Government's terms. On its receipt I shall submit it to the Board.

2/ Please send me a sample form of the lease to be executed by the Mission authorities in favour of the Government.

T.K.R. 17-8-25.

for Collector.

ys 17/8/25

Copy of letter dated 31st July 1925 from the Secretary London Mission, Bellary to the Collector of Bellary.

Reference - Lease - Bellary Taluk and town - Wardlaw Mission Compound.

With reference to your letter Ref. C.1569/25-B-4. dated 2-5-25, asking for a consent statement to the proposed lease by Government to the Mission of 7.53 acres of land in the Wardlaw Mission Compound, for 30 years on a nominal rent of Rs.10/ per acre.

I have the honour to ~~state~~ say that the Directors of the Society in London have authorised the Central Committee here in India to accept the renewal of the lease of Bruce Petta Mission Compound with the Government's stipulation. The Central Committee also have resolved to accept the Government's offer.

I request that I may be furnished with a lease deed in

105

due course.

(True Copy)

For Collector.

9pd 17/8/25

06 20 B3756

Revenue & Sett. **DEPARTMENT.**

U5

In future letters, please quote No. dated and enclose this ✱

7 AUG 1925

Rec'd ____ Enclosures ____

Reg'd ____ Spare copies ____

Telephone No.
Post Box No.
Telegraphic Address:

Ref. C. No.4206/25-B-4. Dated 25th August 1925 192 .

From (Name) A.C. Duff Esquire I.C.S.,
(Designation) Collector of
(Address) Bellary.

RECEIVED 26 AUG 1925

To The Secretary to the Board of Revenue,
Land Revenue & Settlement,
Madras.

Sir,

Lease - (Bellary) - Bellary town - Wardlaw mission compound.

Ref. This office C. No.4206/25-B-4. dated 16-8-25.

Enclosed is a copy of the letter dated 22nd August 1925 received from Rev. Mr. E.H. Lewis, the Secretary London Mission, Bellary for information of the Board.

2. The central committee in south India is not going to pass any further resolution as they have already advised the Board of Directors to accept the lease. Therefore as far as the mission Body is concerned there is nothing more to ~~xxx~~ do. I request the Board may be pleased to sanction the lease applied for at an early date.

For Collector.

K.K.R.26-8-25.

Copy of letter dated 22nd August 1925 from Rev. E.H. Lewis.

Lease - Bellary town - Wardlaw Mission compound - Central Committee's consent.

In answer to your Ref. C. No.4206/25 dated Aug. 5th 1925:- The matter was put before the Central Committee thus:--

Mr. Stowel reported that he had received the following letter from Government in the matter of the lease of Bruce Petta Compound and that he had recommended that the Board should accept the suggestion contained therein

"Government Revenue Department No.3063 R/24-1, dated 8th November 1924.

The Government consider that instead of alienating the land and revenue as recommended by the Board of Revenue the lease of the land may be renewed for a period of thirty years with a stipulation that it will terminate automatically if the land is not used for education or allied purposes. The rental will be a nominal one, if no income is derived, and may be fixed at Rs.10 per acre."

Resolution of the Central Committee:--"The Central Committee resolves to recommend the Directors to accept the 30 years lease with the stipulation."

Reply of the Board of Directors in London to the above:--

"That the South India Central Committee be authorised to renew the lease of the Bruce Petta compound for 30 years if this course seems advisable."

Subject.— 10?

K. F. XXII-A-19.—

"GR MEMBER

Lease (Bellary) Bellary to rover Wardlaw Mission - Compound

Dft. A.T.

READ AGAIN B.P No. _____ dated _____ 192

" _____ " _____ 192

READ ALSO :—

Register No _____, From the B 38-80/25- , No. 6774 dated _____ 192

B 3756/25. 680 of SR

" _____ " " _____ " " _____ 192

" _____ " " _____ " " _____ 192

RESOLUTION. Act B. No. 1957 dated 4 S. 192.

There is no standard form of lease.

~~The Govt is furnished~~

~~with a~~ A Copy of the forms of lease that is being adopted is furnished to the Govt. for leases to Clubs ~~records~~ We do not see any objection to have a lease deed drafted by the Govt. with suitable modifications and ... stipulation that the lease would terminate when the land ceases to be ~~or~~ used for ~~this purpose~~ educational purposes. This should be done early after obtaining the consent of the Mission to the provisions of the deed

of Bellary with CB of the lease deed (A)

Dr 14.9. (Pto)

DEPARTMENT. C.F. 98—132,232—9-9-24

5-NOV. REMINDER. Branch. REPLY. 109

To Collector of Bellary

BOARD OF REVENUE 10 NOV. 1925 LAND REVENUE & SETTLEMENT

To The Secretary to the Board 4.11.25.

The undersigned ~~has the honour to invite~~ is directed to invite ~~invites~~ attention to the communication noted in the margin and to request that this reminder may be returned ~~at once~~ with information as to—

Ref. No. 4157/25-4, dated 14.5.25

(1) the stage at which the matter now is,

(2) the date by which a reply may be expected, ~~and~~

~~(3) the circumstances which have caused the delay.~~

2. It is requested that the reply to this reminder may be sent not later than 10.11.25

Reply will be submitted on or before 20-11-25. The lease deed is under

C Collector

7/11

To the Secretary Bd Board LR Petn 2 Dos.

Office Collr's Office

Station Cuddapah

Dated 4th Nov 25

C Gopalan

Signature.

Dy Collr

Designation.

20/11

The Collr may be reminded again on 30.11.25 if necy

SUBJECT.

Leases (Bellary). Bellary HG & town — Wardan Mission - Completion

Why delay Petn

Petn to Govt

Govt

30.11.25

12/12

C.F. 32.

In reply, please quote number, date and short title.*

BOARD OF REVENUE ... DEPARTMENT.

Received 30 NOV. 1925 Registered B5309

From (Name) Khan Bahadur M. Bazlullah Sahib Bahadur C.I.E., O.B.E.,

(Designation) Collector

Post Box ....., (Station) Bellary

Telegraphic Address .....

To The Secretary to the Commissioners,

Land Revenue & Settlement,

MADRAS

Ref. C. No 4206/25, dated 26-11-1925 192 .

Sir,

B-4

Enclosures ..... (one) .....

Spare Copies .....

Wardlaw mission

leases- Bellary- London Mission Compound- draft lease deed.

Ref---Board's Ref. No. B.1195/25/4 dated 14-9-1925

1485-91 below

A copy of the draft lease deed prepared by the Government Pleader on the lines of the form furnished by the Board is submitted for favour of approval. The Government Pleader states that the draft was prepared in consultation with Rev. Mr. E.H. Lewis, the Secretary to the London Mission Society. The written consent of the Mission will be obtained and submitted later.

2. The annual rent payable on an extent of 7 acres 53 cents at R. 10/- per acre comes to R. 75-4-9 but the amount shown at page 2 of the draft lease deed in two places marked X X in pencil is R. 75/-. The difference, being less than half a rupee, has been omitted.

P.S. 28/11.

For Collector.

89 111

THIS INDENTURE made on the day of One thousand nine hundred and twenty between the Right Honourable the Secretary of State for India in Council (herein after called "the lessor" which expression where the context so admits shall be taken to mean and include his successors in office and assigns) of the one part and the London Missionary Society Corporation, a Company incorporated for the express purpose of standing possessed of property belonging to the London Missionary Society in India and elsewhere, whose Registered Office is in London (herein after called "the lessee") of the other part.

Whereas the lessee has applied to the Government of Madras for a lease of the piece or parcel of land described in the schedule hereto annexed for the purpose of conducting a school or schools.

And whereas the Government of Madras acting for and on behalf of the lessor have agreed to grant to the lessee and the lessee has agreed to accept a lease of the premises herein after demised upon the terms and conditions herein after contained.

Now this Indenture witnesseth that in pursuance of the said agreement and in consideration of the rent covenants and agreements on the part of the lessee herein after contained the lessor doth hereby demise unto the lessee all that piece or parcel of land situate in the registration sub district of Bellary in the registration district of Bellary in the Presidency of Madras and more particularly described in the schedule hereunder written and delineated in the plan thereof hereto annexed excepting and reserving unto the lessor free liberty for all officers of Government and persons deputed by them of passing and repassing over the demised premises and every part thereof in the discharge of their duties whether for any purpose incidental to the administration of Government or for the purpose of inspecting the state

and condition of the demised premises or for any other lawful purpose at all reasonable times of the day during the term hereby granted. To have and to hold the said premises for the term of 30 years from the first day of December in the year One thousand nine hundred and twenty five yielding and paying therefor during the said term into the Government Treasury at Bellary a yearly rent of Rupees Seventy five. Such yearly rent to be paid in one sum on or before the 15th day of January of each year. The said rent to be paid clear of all deductions and subject to the lessee's covenants and other conditions and payments herein after appearing.

And the lessee hereby covenants with the lessor as follows:

(1) To pay annually a rent of Rupees Seventy five for the whole area included in this demise on or before the 15th day of January of each year and to pay interest at 6 per cent on the respective due dates on all sums payable under these presents which shall not have been paid at such due dates and the same shall be recovered as arrears of land revenue.

(2) To pay all rates, taxes, cesses, charges and out goings whatsoever for the time being payable either by the landlord or the tenant in respect of the demised premises or any buildings for the time being standing thereon or on any part thereof.

(3) To use the premises hereby demised for the purpose of conducting a school or schools and to relinquish and hand over to the Collector of the Bellary District on behalf of the lessor the demised premises if the lessee ceases to use the said premises for the purpose of conducting a school or schools it being hereby agreed that the Government of Madras shall be the sole judge of what constitutes a purpose of conducting a school or schools.

(4) Not to assign, or part with the possession of the demised premises or any part thereof without the previous consent in writing of the Secretary to the Government of Madras in the Revenue Department.

(5) Not to erect any permanent buildings on the land without the previous written permission of the Secretary to the Government off Madras in the Revenue Department.

(6) To relinquish and hand over to the Collector of Bellary District on behalf of the lessor the demised premises or any part thereof if the Government of Madras require them for any ~~emergent~~ public purpose on payment by Government of compensation for any buildings erected on the demised premises or any portion thereof by the lessee such compensation not to exceed the initial cost of the said buildings or the value thereof at the time of resumption or relinquishment, whichever shall be less. Provided always that no compensation shall be payable for any buildings erected on the demised premises subsequent to the date of this demise without the written permission of the Secretary to the Government of Madras in the Revenue Department contrary to clause (5) of the lessee's covenants.

(7) Not to work gold or other minerals or coal or other materials in the demised premises the right to such gold, other minerals, coal and other materials being reserved to the lessor.

(8) Not to cut or injure any timber or tree on the demised premises the right to such timber and trees being reserved to the lessor; provided that the lessee may obtain permission of the Collector of the Bellary District to purchase and cut the same if this be necessary in the enjoyment of his lease on payment of such value as the said Collector may determine.

(9) To deliver up to the said Collector of the Bellary

District for and on behalf of the lessor at the expiration of determination of the said term or sooner the demised premises in all respects in such state and condition as shall be consistent with the due performance of the several covenants herein contained.

Provided always and these presents are upon the express condition that if and whenever there shall be a breach of any of the covenants by the lessee herein contained it shall be lawful for the lessor at any time thereafter to re-enter upon any part of the demised premises in the name of the whole and thereupon this demise shall absolutely terminate, & the lessee shall not in any event be entitled to any compensation,

The lessor covenants with the lessee ~~on his paying the rent~~ as follows:---

(I) To permit the lessee on his paying the rent hereby reserved and observing and performing the several covenants and stipulations on his part herein contained peaceably and quietly to hold and enjoy the demised premises during the time hereby created without any interruption by the lessor or any person rightfully claiming under or in trust for him.

(II) On the termination of the term of thirty years hereby created to permit the lessee to renew the lease of the demised premises for another term of thirty years on such conditions as the Government or in Council may prescribe provided always that if the demised premises are required by the Government of Madras for some ~~urgent~~ public purpose or if the lessee has failed to carry out the covenants herein contained it shall be open to the lessor to refuse to renew the term of the lease.

(III) To permit the lessee at any time to terminate the lease and to relinquish the demised premises after giving six months notice in writing to the Collector of Bellary District of his intention to do so.

(IV) In the event of the lessee giving up the demised

premises

X1 115

premises or the term hereby created being terminated through failure on the part of the lessee to abide by its terms, to allow the lessee to remove from the demised premises within six months after the termination of the demise any buildings which may have been erected on the said premises but not to give any compensation whatsoever for anything the lessee may leave behind after the expiry of the said period of six months.

(V) To permit the lessee to effect such improvements to the demised premises as are not contrary to the terms, stipulations and covenants herein contained.

(VI) In the event of the demised premises or any part thereof being required permanently by Government for any ~~ordinary~~ public purpose and being relinquished and handed over to the Collector of Bellary District in accordance with cluase (6) of the Lessee's covenants to pay compensation as provided in the said clause for all buildings on the said premises or part thereof except such buildings as may have been erected subsequent to the date of this demise without the written permission of the Secretary to the Government of Madras in the Revenue Department contrary to the stipulation contained in clause (5) of the lessee's covenants.

Provided always and it is hereby agreed and declared that if any dispute, question, difference or controversy shall arise between the said parties to these presents or any clause, matter or thing herein contained or the construction hereof or anything to be done under the covenants or agreements herein contained or any matter in any way connected with these presents or the operation hereof of the rights, duties or liabilities of either party in connection with the premises then and in every such case the matter in difference shall be referred to his Excellency the Governor in Council whose decision thereon shall be final and conclusive between the

parties

parties hereto.

In witness whereof theCollector of the Bellary District by order and direction of His Excellency the Governor of Fort St.George in Council acting for and on behalf of the lessor has hereunto set his hand and sealand the common seal of the lessee was hereunto affixed the day and year first above written.

THE SCHEDULE ABOVE REFERRED TO

Description of land.

Registration District---Bellary.

Registration Sub District----Bellary.

Village or Town-----Bellary.

BOUNDARIES.

X Please see the statement below.

A portion of S.No.499-----measuring 7 acres-53 cents.

95 117

Statement showing the boundaries of the plot in the Wardlaw College compound to be leased out to the London Mission Society, Bellary.

Directions X	Boundaries.
North	(1) London Mission well. (2) Open space between the well & school room (isolated building used as IVth form. (3) Open space behind the Wardlaw High School (main building). (4) Telugu Girls' School. (5) Pastors study room and house. (6) House occupied by Mr. Thomas Paul. (7) Open space behind Gowramma's house. (8) Open space behind Mr. Bank Krishnama Chetty's house.
East	(1) Sabapathi Mudaliar's yard occupied by Gowli Rudrappa. (2) Sabapathi Mudaliar's house occupied by Hanumantha Rao. (3) Open space of Sabapathi Mudaliar. (4) V. Krishnama Chetty's house. (5) Badanhatti Sreenivasa Rao's house. (6) Open space of Kallu Rao. (7) A. Bheemachar's house. (8) Hotel of Narasimhacharry. (9) Kasipathy Chetty's house. (10) Karodi Govinda Rao's house. (11) P. Krishnamoorthichar and Vencobachar's house.
South	(1) Latrines of P.Krishnamoortichar & Vencobachar. (2) Shed of P. Krishnamoortichar & Vencobachar. (3) Open space of P.Krishnamoortichar & Vencobachar. (4) House of P. Krishnamoortichar & Vencobachar. (5) Matam of Urvakonda Karibasavaswamy Holal. (6) Vani Vilas theatre. (7) Open space in front of Mission houses occupied by Nagaih & Pompa. (8) Church.
West	Open space of the London Mission. (2) Back wall of the Head Master's house. (3) Back wall of Manual Training shed and class room. (4) South west corner of the London Mission well.

(Sd) E.H.Lewis.
Secretary, London Mision
17-10-1925.

(Sd) B. Govindachar.
Tahsildar.
17-10-1925.

C.F. 32.

In reply, please quote number, date and short title.*

Revenue DEPARTMENT

Received 5 - DEC. 1925 Registered B5438

From (Name) Khan Bahadur M. Bazlullah Sahib Bahadur, C.I.E. O.B.E,

(Designation) Collector of

Post Box....., (Station) Bellary.

Telegraphic Address.....

To The Secretary to the Commissioner of Land Revenue and Settlement, Madras

Ref C No 4206/25 B-4, dated 2nd Decr. 25 192 .

Sir,

Leases/ Bellary-London Mission Wardlaw mission Compound-Draft lease deed- written consent. Ref. Board's Ref. No.B 1195/25-4 dated 14th Septr. 25 and this officd Ref. C No. 4206/25 B-4 dated 26-11-25.

A copy of the statement of consent to the provisions of the draft deed obtained from the Rev.E.H.Lewis, Secretary to the London Mission Society, Bellary, is enclosed as promised.

For Collector.

Enclosures.....

.....

.....

Spare Copies.....

2/093 below

M.S/412-25

Copy of letter dated 1st Decr.25 from the Secretary to the London Mission Society, Bellaryto the Collector of Bellary.

On behalf of the London Missionary Society , I agree to the provisions of the Indenture, forwarded herewith, leasing to the Mission a portion of S No.499 measuring 7 acs 53 cents, in Brucepattah, Bellary.

~~24~~ 120

R. F. XXII-A-19.—18,003—12-12

Subject.— Lease (Bellany) Bellany Pk ~ Tce. Wandoo Swan corporation - Revised Majr Exd

FOR MEMBER

READ AGAIN D.P No. _____ dated _____ 192

" " _____ " " _____ 192

READ ALSO :—

Register No _____, From the B 5-30 f. 5738, No. 084 p92, dated 4/3 192

" " _____ " _____ " _____ " _____ 192

" " _____ " _____ " _____ " _____ 192

RESOLUTION. Ref. B. No. 15-5 dated 11.12. 1925

The Board considers that the renewal clause (ii). of the Lease Covenants should be omitted. Some minor alterations have also been made in the draft lease - vide pencil entries. ~~also made in the draft~~

The Col. Sec. is requested to obtain the Consent of the Mission to the deed as revised, & to execute it.

When the draft of Consent of the Mission.

1/8/25

Mr Tullis

The Colin D Bellany with Encl letter 2675 (Mp 85-91. CL).

4/12/25

10/12/25

B-58

Ref C No.4206/25 B-4 Office of the Collector of Bellary dated 30-12-25.

From

Khan Bahadur Md. Bazl-ul-lah Saib Bahadur C.I.E, O.B.E

Collector of Bellary.

To.

The Secretary to the Board

Land Revenue and Settlement

MADRAS.

Sir,

"Leases - Bellary - London Mission - Wardlaw Mission Compound - Draft lease deed - written consent Ref Board's Ref No.B - 1195/25-5 dated 12-12-25.

A statement of consent to the draft deed as received by the Board has been obtained from Rev. E.H.Lewis on behalf of the London Mission and is submitted herewith.

For Collector.

M.A.K.

11.26.

H. LEWIS.

LONDON MISSION,
BELLARY.

28 December 1925.

To the Collector of Bellary

Sir,

Lease – Bellary – London Mission
Wardlaw College Compound

On behalf of the London Missionary Society I agree to the provisions of the Indenture leasing to the Mission a portion of the present London Mission Compound measuring 7 acres 53 cents, in Bruce Pettah, Bellary, as revised by the Board of Revenue

I have the honour to be
Sir
Yours faithfully
E. H. Lewis
Secretary of the London Mission
in Bellary.

C.F

In ... please quote Number, date and short title.*

Land Revenue & Settlement DEPARTMENT 123

B121

Received 6-JAN.1926 *Registered*

BOARD OF REVENUE LAND

From (Name) Khan Bahadur Md. Bazlullah Sahib Bahadur C.I.E., O.B.E.,

(Designation) Collector of

Post Box....., (Station) Bellary.

Telegraphic Address.....

Secretary to the Commissioners
Land Revenue & Settlement,
Madras.

Ref. C. *No.* 4206/25-B-4 *dated* 5th January 1926

Sir

* Leases - Bellary - London mission Wardlaw mission Compound - Draft lease deed.
Board Ref. B. 1195/25-5 dated 12-12-25. F/S/4 above

The revised draft lease deed received from the Board is submitted in continuation of this office Ref. C.4206/25-B-4 dated 31-12-25. 4/95 above

Enclosures one

Spare Copies.....

K.K.R.5-1-26.

For Collector

5.1.26

THIS INDENTURE made on the / day of ne thousand nine hundred and twenty between the Right onourable the Secretary of State for India in Council (herein after called "the lessor " which expression where the context so admits shall be taken to mean and include his successors in office and assigns) of the one part and the London Missionary Society Corporation, a Company incorporated for the express purpose of standing possessed of property belonging to the London Mission Society in India and elsewhere, whose Registered Office is in London (herein after called "the lessee") of the other part.

Whereas the lessee has applied to the Government of Madras for a lease of the piece or parcel of land described in the Schedule hereto annexed for the purpose of ~~conducting~~ a school or schools.

And whereas the Government of Madras acting for and on behalf of the lessor have agreed to grant to the lessee and the lessee has agreed to accept a lease of the premises herein after demised upon the terms and conditions herein after contained.

Now this indenture witnesseth that in pursuance of the said agreement and in consideration of the rent covenants and agreements ~~of~~ on the part of the lessee herein after contained the lessor doth hereby demise unto the lessee all that piece or parcel of land situate in the registration sub district of Bellary in the registration district of Bellary in the Presidency of Madras and more particularly described in the schedule hereunder written and delineated in the plan thereof hereto annexed excepting and reserving unto the lessor free liberty for all officers of Government and persons deputed by them of passing and repassing over the demised premises and every part thereof in the discharge of their duties whether for any purpose incidental to the admini - tration of Government or for the purpose of inspecting the state

and condition of the demised premises or for any other lawful purpose at all reasonable times of the day during the term hereby granted. To have and to hold the said premises for the term of 3 0 years from the first day of December in the year. One thousand nine hundred and twenty five yielding and paying therefor during the said term into the Government Treasury at Bellary a yearly rent of rupees seventy five. Such yearly rent to be paid in one sum on or before the 15th day of January of each year. The said rent to be paid clear of all deductions and subject to the lessee's covenants and other conditions and payments herein after appearing.

And the lessee hereby covenants with the lessor as follows:--

(1) To pay annually a rent of Rupees Seventy Five for the whole area included in this demise on or before the 15th day of January of each year and to pay interest at 6 per cent per annum from their respective due dates on all sums payable under these presents which shall not have been paid at such due dates. ~~and the same shall be recoverable as arrears of land revenue.~~ The rental is a nominal one, and will continue as long as no income is derived from the land. If an income is derived the lessee is at liberty to enhance the rental

(2). To pay all rents, taxes, cesses. charges and out goings whatsoever for the time being payable either by the landlord or the tenant in respect of the demised premises or any buildings for the time being standing thereon or on any part thereof.

(3). To use the premises hereby demised for the purpose of ~~conducting~~ a school or schools and to relinquish and handover to the Collector of the Bellary District or behalf of the lessor the demised premises if the lessee ceases to use the said premises for the purposes of ~~conducting~~ a school or schools it being hereby agreed that the Government of Madras shall be the sole judge of what constitutes the purpose of ~~conducting~~ a school or schools.

(4). Not to assign, or part with the possession of the demised

(4). Not to assign, underlet or part with the possession of the demised premises or any part thereof without the previous consent in writing of the Secretary to the Government of Madras in the Revenue Department.

(5). Not to erect any permanent buildings on the land without the previous written permission of the Secretary to the Government of Madras in the Revenue Department.

(6). To relinquish and to handover to the Collector of Bellary District on behalf of the lessor the demised premises or any part thereof if the Government of Madras require them for any public purpose on payment by Government of compensation for any buildings erected on the demised premises or any portion thereof by the lessee such compensation not to exceed the initial cost of the said buildings or the value thereof, at the time of resumption or relinquishment, whichever shall be less. Provided always that no compensation shall be payable for any buildings erected on the demised premises subsequent to the date of this demise without the written permission of the Secretary to the Government of Madras in the Revenue Department contrary to clause (5) of the lessee's covenants.

(7). Not to work gold or other minerals or coal or other materials in the demised premises the right to such gold, other minerals, coal and other materials being reserved to the lessor.

(8). Not to cut or injure any timber or tree on the demised premises the right to such timber and trees being reserved to the lessor ; provided that the lessee may obtain permission of the Collector of Bellary District to purchase and cut the same if this be necessary in the enjoyment of his lease on payment of such value as the said Collector may determine.

(9). To deliver up to the said Collector of the Bellary District for and ~~on behalf and~~ onbehalf of the lessor at the expiration of

:he said term or sooner determination of the said term the demised
)remises in all respects in such state and condition as shall be
:onsistent with the due performance of the several covenants
ıerein contained.

Provided always and these presents are upon the express
:ondition t'at if ~~the~~ and whenever there shallbe a breach of any
)f the covenants by the lessee herein contained it shall be
:awful for the lessor at ~~any~~ time thereafter to re-enter upon
.ny part of the demised premises in the name of the whole and
:hereupon this demise sha'l absolutely terminate and the lessee
:hall not in such event be entitled to any compensation whatever.

The lessor covenants with the lessee as follows:--

(I). To permit the lessee on his paying the rent hereby
eserved and observing and performing the several covenants
nd stipulations on his part herein contained peaceably and
uietly to hold and enjoy the demised ~~pre~~mises during the time
ereby created without interruption by the lessor or any
person~~s~~ rightfully claiming under or in trust for him.

(II) To permit the lessee at any time to terminate the
lease and to relinquish the demised premises after giving six
months notice in writing to the Collector of Bellary District
of his intention to do so.

(III). In the event of the lessee giving up the demisel premise
or the term hereby created being terminated through failure on
the part of the lessee to abide by its terms, to allow the lessee
to remove from the demised premises within six months after the
termination of the demise~~d~~ any buildings which may have been
erected on the said premises but not to give any compensation what-
soever for anything the lessee may leave behind after the expiry
of the said period of six months.

(IV). To permit the lessee to effect such improvements to
the demised prerises as are not contrary to the terms, stipulations
and covenants herein contained.

(V). In the event of the demised premises or any part thereof being required permanently by Government for any public purpose and being relinquished and handed over to the Collector of the Bellary District in accordance with clause (6) of the lessee's covenants to pay compensation as provided in the said clause for all buildings on the said premises or part thereof except such buildings as may have been erected subsequent to the date of this demise without the written permission of the Secretary to the Government of Madras in the Revenue Departmentcontrary to the stipulation containdd in clause (5) of thelessee's covenants

Provided always and it is hereby agreed and declared that if any dispute, question, differences or controversy shall arise between the said parties to these presents ~~on~~ touching any clause matter or thing herein contained or the construction hereof or anything to be done under the covenants or agreements herein contained or any matter in any way connected with these presents or the operation hereof ~~of~~ the rights, duties or liabilities of either party in connection with the premises then and in every such case the matter in difference shall be referred to His Excellency the Governor in Council whose decision thereon shall be final and conclusive between the parties hereto

In witness whereof the Collector of the Bellary District by order and direction of His Excellency the Governor of Fort St. George in Council acting for and on behalf of the lessor has hereunto set his hand and ~~seal~~ and the common seal of the lessee was hereunto affixed the day and year first above written.

THE SCHEDULE ABOVE REFERRED TO

Description of land

Registration District--Bellary
Registration Sub District--Bellary
Village or Town-- Bellary

BOUNDARIES

X Please see the statement below
A portion of S. No. 499-measuring 7 acres-53 cents.

 127

Statement showing the boundaries of the plot on the Wardlaw Collegecompound to be leased out to the London Mission Society Bellary.

Directions	Boundaries.
North-	(1) London Mission Well. (2) Open space between the well and school room (isolated building)used as IV Form. (3) Open space behind the Wardlaw High School (main building). (4) Mahamma Girls' School. (5) Posters study room and house. (6) House occupied by Mr. Thomas Paul. (7) Open space behind Somramma's house. (8) Open space behind Mr. Rank Krishnamachetty's house.
East--	(1) Sabapathi Mudaliar's yard occupied by Gowli Rudramma. (2) Sabapathy Mudaliar's House occupied by Hanumantha Rao. (3) Open Open space of Sabapathy Mudaliar, (4) V.Krishnamachetty's house. (5) Badarabatti Sreenivasa Rao's house. (6) Open space of Kallu Rao. (7) A. Bhimachar's house. (8) Hotel of Narasimhachary. (9) Kesipathy Chetty's house (10) Parodi Govinda Rao's house (11) P. Krishnamurthychar and Venkobachar's house.
South---	(1) Latrines of P.Krishnamurthychar and Venkobachar (2) Shed of P. Krishnamurthychar and Venkobachar (3) Open space of P. Krishnamurthychar and Venkobachar (4) House of P.Krishnamurthychar and Venkobachar (5) Pattam of Hiravakonda Varibasaveswamy Kolal (6) Vani Vilas Theatre. (7) Open space infront of Mission Houses occupied by Maniah and Pompa (8) Church.
West.--	Openspace of the London Mission (2) Back wall of the Head Master's house. (3) Back wall of Manual Training shed and class room (4) South west corner of the London Mission well.

Signed Sealed and delivered by the above named

DRAFT FOR APPROVAL. 1.30 C.F. 20—1,201,431—17-12-21.

Office.

Enclosures.

Despatch No.

When given to fair-copying

Fair-copied by

Fair-copy compared by

When despatched

Register No. B 5 8/26, dated 1957 26

From

Subject.

Lease (Bellary). Bellary Mt & town - Wardlaw Mission - Campa Draft Deed

To

THE Govt. Solicitor with a deed. (1497-con cf)

Reg B. 1957/26-6 d. 25.1.26

Sir.

I am to enclose for your scrutiny & return a draft lease which it is proposed to take from the London Mission Society, Bellary. You have ordered the lease of the land to the society for 30 years, subj to the condition that the lease will terminate automatically if the land is not used for the purpose of educational work or allied purposes and that the rental should be nomina

11.30 mks 26.1

pp 97 & 102 cf

fixed at Rs 10/- per acre if no income is derived. The Society has agreed to the conditions in the draft lease. I have etc

p. 96 cf.

22.1.26 28/1/26 25/1 27.1.26

number, date and short title *

Received 6 FEB 1926 * *Registered*

From (Name) C. Moresby,

(Designation) Government Solicitor,

Post Box ....., (Station) Madras.

Telegraphic Address .....

To The Secretary,
Board of Revenue,
Land Revenue & Settlement,
Madras.

No. 228 *dated* 5th Feby: 192 6

Sir,

Lease (Bellary) Bellary Taluq and Town
Wadlaw Mission - Compound - Draft Deed

ENCLOSURES .....

SPARE COPIES .....

I have the honour to acknowledge receipt of your letter No.B.1195/25-6 dated the 25th ultimo -- together with the draft lease which I have perused.

2. The land is being let for the purposes of a school and there is therefore no question of income being derived therefrom and this part of the clause in question may be omitted and moreover it would be too indefinite and of no effect. I have omitted the words that the rent shall be recoverable as arrears of land revenue as this is unenforceable.

3. I note that the lessee is the London Missionar Society Corporation which is a Society registered in England. Will you kindly send me the Memorandum & Articl of Association so that I may ascertain how the document should be executed by the Society.

4. I return the draft showing the alterations suggested by me in red ink.

I have the honour to be,
Sir,
Your Obedient Servant,

Government Solicitor.

The connected file is in circulation regarding the proposal of the D.C. of Cuddapah to acquire the Guindy bungalow. This may lie over till 20.2.26 for the file

File yet in circulation. may lie over till 28.2.26

File yet in circulation. may lie over till 10.3.26

File yet in circulation to 1/3. may lie over till 12.3.26.

Recd

M. F. XXII-A-19.—15,004—18-12-15 (6

Subject.— V-6 133

FOR MEMBER

Lease Leased (Bellary) Bellary 4 o.
to — London Mission Society.

READ AGAIN B.P. No. _____ dated _____ 192 .

" " _____ " " _____ 192 .

READ ALSO :—

Register No. _____, From the _____, No. _____, dated _____ 192 .

" _____ " " " _____ " _____ " _____ 192 .

" _____ " " " _____ " _____ " _____ 192 .

RESOLUTION. Dept B No. 3 F/26, dated 23. 3 1926.

p14 ng

The Bd decs no ... to
the Course proposed in para 2 of
proposal made in Govt

p53 cf

Memo 3063 E/24-1 of 8.11.24;
accordingly
accd submits a draft lease
as revised by the Govt Solicitor, Madras,
deed, to be executed by the
Mission. The Mission has

p96 cf

agreed to the conditions of
the deed. The lease is proposed
to run from the date of execution

orders at p17 ng

ignoring the intervening period
from 1/12 (the period of expiry
of the lease) to the date of executio
of the Collr of Bellary is requeste
to send direct to the Govt Solicitor
Madras, a copy of the memorandu

Dept Se
26.3.

~~107~~ 1X

Articles of Association of the Mission.

20/3/24

22/3

23 3 26

Sheets to Encl. 9 D with Lease deed parcel
The Con of Bellary

Copy of 1857-60 below
para 2

C.F. 32 (a)

In reply please quote number, date and short title.*

...gr. 100 DEPARTMENT. 125

Received ..... *Registered* B1852

From (Name) I...g..,...l.' Hiranjuna ...r avl, B.A.,

(Designation) ...t...t...Officer and Ex ...e, P...ty

Post Box ....., (Station) ... Jc...la - Bell ...

Telegraphic Address .....

To The ...ecretary ... ...e Commissioner of

Land Rev ... ...ett, Chepauk - Madras.

Re No.312/B2 of 24, *dated* 14th April 1926.

Asse...ment - Ground-rent - Bellary Town - Revision Item No.187 (Wesleyan High School) ...ction requested.

I request that I may be informed whether final orders of assessment have been received in respect of Wesleyan High School, Bellary, noted in the ... Item 187 in Appendix ...vill to my letter ...C.No. 64/B2 ... 6-6-1925.

P-31(C)2574/24

RJB 12/4. P.T.S. N. Anjaneyulu 12.4.26 ... Asst. ... in charge

BOARD OF REVENUE * LAND REVENUE & SETTLEMENT * 15 APR. 1926

ENCLOSURES .....

.....

.....

SPARE COPIES .....

136

Leave

Land (Bellany). Bellany Hy & Tramtram High School - Renewal

B. 1852/26 — & overleaf

Acy/B 5-8/26.2 & 27.2.26

Finial orders of Govr. yet-been received

Dept Hy 3.5.

The S.B.I.O. in charge. III Party.

Hy 29/4 Chq 4.26.

23 APR. 1926

LAND REVENUE

GOVERNMENT OF MADRAS

131

Revenue Department.

Memorandum No.3063 E.A.24-4, dated 22nd April 1926.

Lease - Land - (Bellary) - Bellary town - London Mission Society - Board of Revenue, Land Revenue and Settlement, No.B.58/26-1, dated 23rd March 1926. ff 106-107 at

---

The Board of Revenue is requested to submit at once a plan of the land showing its position with reference to the surroundings. The plan should be prepared according to survey records.

A. D. Crombie
Under Secretary.

To the Board of Revenue, Land Revenue and Settlement.

B 20 2/26 Above

Forwarded. 1.50 Rupees 27/4

B 58 ff 26.3 & 27.4.26 (By Order)

Forwarded to the Collr of Bellary for immediate compliance

A Hemmingway Asst 27-4-26

Superintendent.

N.M.

26.4.26 Sent 27/4/26.

Shelly Bell

[illegible]nly, please quote number, date and short title"

_____ DEPARTMENT.

Received BOARD OF REVENUE 5 MAY 1926 *Registered* 138

B 2264

From (Name) C. Moresby,

(Designation) Government Solicitor,

Post Box_____, (Station) Madras.

*Telegraphic Address*_____

To The Secretary the Board,
Land Revenue & Settlement,
Chepauk.

No. 984 *dated* 2nd May 1926.

Sir,

ENCLOSURES _____

_____

_____

SPARE COPIES _____

Lease - Bellary Town - Wardlaw
High School Compound

I have received a copy of the Memo & Articles of Association of the London Missionary Society from the Collector of Bellary. Under the same documents should be executed by the affixing of the common seal by the Treasurer and the documents should be signed by the Treasurer and countersigned by the Secretary or some other person appointed by the Treasurer.

2. I take it that there is some one in this country who has been appointed by power of attorney to execute documents for the Society and this should be ascertained and the power produced.

3. My fee is Rs 50/- which please arrange to send me.

I have &c.,

Government Solicitor.

Subject. 11 139 R. F. XXII-A-19 —15,001—18-17-25 (6)

FOR MEMBER

Leary (Bellary). Bellary & Lbum. Landlord's Rights Protected

PREVIOUS B.P No. _____ dated _____ 192 .

" " _____ " " _____ 192 .

READ ALSO :—

Register No. _____, From the Berhampore, No. _____, dated _____ 192 2

" " " 11.30 MRS 24-5 _____ 192

" " _____, " _____, " _____ 192 .

RESOLUTION. Rep B No. 58/26-4 dated 12.5. 1926.

A Copy of the letter from the Govt. Solicitor, Madras is forwarded to the Collr of Bellary, who is requested to note the instructions contained in para 2. ~~of it~~.

2. He is also requested to recover the fee of Rs 50/- from the Mission, and to remit it to the Govt. Solicitor.

3. He shd Expedite the Settlement of the plan called for in Bds' Rep. B. 58-26-3 & 27-4.

Draft 11/5 C.S.

(p 110 C.)

The Collr of Bell with copy of the Govt Solicitrs letter full of (two copies).

Cy 7-5-26

12/5

12/5

B 2686

113 140

Land Revenue & Sett. DEPARTMENT.

In reply, please quote number, date and short title.

Received BOARD OF REVENUE 30 JUN 1926 LAND REVENUE & SETTLEMENT

Registered

From (Name) Khan Bahadur Md. Fazlullah Sahib Bahadur
M. I. E., B. A. L.,
(Designation) Collector of
Post Box, (Station) Bellary.

Telegraphic Address

To The Secretary to the Commissioners
Land Revenue & Settlement,
Madras.

Ref. No. 4206/25- Dated 30th May 1926.

Sir

* Lease - Land (Bellary) - Bellary Town - London Mission Society - Plan furnished.

Ref:- Your No. B-58/26-3 dated 27-4-26. Rec'd

A plan of the land showing its position with reference to the surroundings and prepared according to survey records is enclosed.

Enclosures

Ref B 58/26-3 dt 26.6.26

Spare Copies

Read B. 20, 2/26 &

The plan called for by Govt in the proc

Memo read above is submitted

Dept Hd 4.6.

The plan called for in the

Khan Bahadur Md. Fazlullah Sahib Bahadur
or Collector.

31/8 The plan called for in the

ASSISTANT SECRETARY
6 DEC 1926
REVENUE DEPARTMENT

H. 1. 141

W. 4705 A

Rg. 6.12.

H. A. B. Vernon Esq. I.C.S.
COMMISSIONER OF LAND REVENUE.

A 1

REFERENCE NO.B.

The Board requests the orders of Government on its reference noted below.

W. Scott Bown 4/12.
Secretary.

To the Under Secretary to Government, Acc Departm ...

REFERENCE NO. B 5-8/26-Jud 2.6.26

SUBJECT.- Lease Land (Bellary). Bellary town - London Mission Society - General

3/Dec 3.12.'26

BOARD OF REVENUE
23 DEC. 1926
REVENUE & SETTLEMENT

~~...~~ of the Board of Revenue is invited to
~~...~~

7(e) O.M. 3063 E A/24-7 dated 19-10-26 in which a further ~~...~~ reference was made to the Board on the subject.

I.D. Warren
Under Secy to Govt.,
Rev Dept.

Rev Sett
Govt
22-12-26

This file may lie over till Local advts. are received on the ~~...~~

-/27.f.
9.1.27

10.1.27.

Copy of Memorandum from Government, Revenue Department, No.3063 L.A./24-7, dated the 19th October 1926.

Alienation and exchange - Land - (Bellary) - Bellary town London Mission Buildings - Board's Reference No.B-615/26.5, dated 9-9-1926.

pp 25-26 (U)

--

para 3. p 16. (U) The Collector in his report D.Dis.No.4693/25, dated the 23rd July 1926 has estimated the market value of the land at Rs.2/- per square yard, but according to the alienation - statement sent by the Board with its Reference No.C-3260/24-1 dated the 16th July 1924, even the freehold value per square yard is only Re.1/-. The Board is requested to reconcile the discrepancy and to report (a) the ~~current~~ correct rate of freehold valu with an explanation of the basis for adopting it with reference to the sales in the neighbourhood (b) the assessment, quit-rent etc., levied on the lands whose sales are taken as the basis -, (c) the real market value subject to the ground rent and (d) the rates of ground-rent charged on the lands in the neighbourhood.

p 46 abve

pp 15-18. (U) 2. The Collector's letter dated the 23rd July 1926 and the sketches forwarded with it show that some of the buildings on the old lease site stand partly on Mission and partly on the old lease land. The Board is requested to obtain and send a sketch drawn to scale showing the area and dimensions of the buildings on the Mission land and the old lease land respectively so that there may be no dispute about it in future.

para 3. p 15 (U) 3. The Collector in his report has also stated that the Board has recently sanctioned the renewal of the lease. The Board is requested to report whether the statement is correct.

4. The site in question was leased to the mission, and the lease expired 14 years ago. The Mission has therefore now no title to occupy the land and no legal claim whatever to - claim any compensation for meeting it. If the Mission, however, is willing to give up unconditionally all its claims to the site or compensation for surrendering it; the Government

T.T 144

will be prepared to consider favourably as a matter of grace, the question of paying the value of the buildings existing - thereon in case the Mission does not require the land or of - alienating the land with the building thereon to the Mission in case the Mission wants to continue in occupation of the site - pending decision on the scheme proposed by it for exchange of the sites and buildings. If the Mission is not willing to - accept these terms it will have to vacate the site. The Board is requested to ascertain and report whether the Mission is willing to surrender the site or to have it alienated to it under Standing Order No.24 on these terms.

A.D.CROMBIE,

Under Secretary.

To the Board of Revenue, Land Revenue and Settlement.

C.N.N./20-1-1927.

p29 (V) Copy of Bod Rep B 6107/26-6 dt 30.10.26

Referred to the Coll of Bell for report on all the points raised in the Govt Memo together with the sketch called for in para 2 of it.

(sd) N.K.

To the Coll of Bell with Copy (plus Govt Memo B 3260/5167 16.7.26.

18

14d.

F. 30—1,899 Bks.—9-9-25.

OFFICE OF THE _____

Dated 4th January 1927.

B

_____ Hours _____ Minutes.

TELEPHONIC MESSAGE.

From The Under Secretary to Govt. Revenue Department.

To The Secretary. Board. L.R. & Sett.

Alienation - land. Bellary - Bellary Town - London Mission buildings - Govt. Memo. No. 3063 E.A./24-7 of 19.10.26 and Board's T.M. of 23.12.26.

Please send at once copies of the Government Solicitor's letter of 2.5.26. giving instructions for the proper execution of the lease-deed and the Board's Ref. of 12.5.26 to the Collector for noting the instructions.

Reply furnished

K.B. 4/1/27 with copies of ppr's mentioned 4.1.27. Dept 4/1/27.

C.F. 30[illegible]1,899 Blks.—9-9-25.

OFFICE OF THE _____

Dated 6th January 1927.

_____ Hours _____ Minutes.

TELEPHONIC MESSAGE.

From The Under Secy to Govt. Rev Dept

To The Secretary, Board. L.R. Melb.

Alienation - Land. Bellary. Bella Town. London Mission building - my T.P. of the 4th inst.

Please arrange to send today Copies of the Govt. Solicitor's letter D/. 2.5.26 and the Board's reference D/. 12.5.26 asked for in the telephonic message.

KD 6/1/27

To Clerk
[illegible] the P.C. J.
[illegible] reference
[illegible] to the Despatcher
I sent the p.c.
KD 6/1
were not the Copies
sent? 6/1/27
PTO

The ~~pre section~~ copies refd. to were dispatched to Jorh. with the D.C. q.t ~~copies~~ would have reached Jorh by noon (4 15 Pm.)

6.1.27 2nd 6/1/27

20 A.S.

for perusal

6.1.27 7.1.27.

~~121~~ 148 B254 ~~C269~~

BOARD OF REVENUE * LAND REVENUE & SETTLEMENT * 8-JAN. 1927

GOVERNMENT OF MADRAS.

REVENUE DEPARTMENT.

M E M O R A N D U M.

No.3063 E-A/24-11, dated the 7th January 1927.

Alienation and exchange - Land (Bellary) - Bellary Town - Lond Mission buildings - Correspondence ending with the letter from the Collector of Bellary, Ref. S.C.No.5839-26-B-4, dated 3rd January 1927.

The Collector of Bellary is informed that nothing should be done or said which would indicate that the Government are willing to renew the lease.

J. F. Hall,
Secretary to Government.

To
The Collector of Bellary.
Copy to the Board of Revenue, Land Revenue and Settlement

No action seems necessary. Maybe filed with the connected papers
12.1.27 12.1.27

Forwarded

~~122~~ 149

2.

Forwarded to the Board of Rev & A.R & other depts

(By Order)

E Pashegian
7.1.27
Superintendent.

C.C.
7.1.27

P.R.N.

123

150

C.F 32(a)

In reply, please quote number, date and short title.

DEPARTMENT.

Received BOARD OF REVENUE 12 JAN. 1927 LAND REVENUE & SETT. Registered B 265

From (Name) C. D. A. Crofton Esquire I.C.S.,

(Designation) Collector of

Post Box ____, (Station) Bellary.

Telegraphic Address ____

To The Secretary to the Commissioners
Land Revenue & Settlement,
Madras.

Ref.C. No. 5839/26-B-4 Dated 10th January 1927.

Sir,

Alienation and exchange - Land - Bellary town - London Mission Buildings.

Enclosures ____

____ 629(v)

____

Spare Copies 634(v)

Ref:- Board's Ref. B. No.615/26-6 dated 30-10-26

I invite your attention to this office Ref.C. 5839/26-B-4. dated 16-12-26 and request that the sketches referred to therein may be returned at an early date.

K.K.R.11-1-27.

For Collector.

Revenue Department.

Memorandum No. 3063 E.A./24 dated 12th January 1927.

Alienation and Exchange - Land (Bellary) - Bellary Town - London Mission Buildings - Board's Reference No. B.615/26-5 dated 9th September 1926 and Government Memo.No.3063 E.A. 24-7 dated 19th October 1926.

The Government understand that the Mission sent a letter to the Collector about a month ago saying that they desired to have the site alienated to them. The Board of Revenue is therefore requested to send an early reply to the Government Memo. dated 19th October 1926.

J.F.Hall,
Secretary to Government.

To.
The Board of Revenue Land Revenue and Settlement.

F o r w a r d e d
(By Order)

Superintendent.

S.R.S.

DRAFT FOR APPROVAL. 15 2 C.F. 16—12,80,159—24-9-26.

Enclosures.

Despatch No.

When given to fair copying

Fair-copied by

Fair-copy compared by

When despatched

Office.

Register No B330/27 dated 26/1/27. & to Sec. p 121 & to Sec. p 122

From

Subject.

Leases Leased (Bell). Bellary &c from - London Mission Bd.

To

THE Sec to Govt. Ms
Cy. to Rr to Coll & Bell
(& take a copy of Govt memo at p 27.28. (5)

Ref B 5846-6 d 20.1.27.

The Bd. requests that the sketches called for in para 2 p 27 (1) of its Ref B 6157/26-7 d 4.1.27 may be returned early, as the p 121 Cy. Collr requires them to answer

2-50 wks 207

Issue Today 20.1.27

BOARD OF REVENUE
25 JAN 1927

GOVERNMENT OF MADRAS

126 153

Revenue Department. B 525

Memorandum No. 80-A/27-1, dated 21st January 1927

Acquisition - Land and Buildings (Bellary) Bellary taluk and town - London Mission Buildings - Sketch - Board's reference B 615/26-7, dated 4th January 1927. p 37. (U)

The sketches received with the Board's Reference No.B.615 p 25.26 (U) /26-5, dated 9th September 1926 are sent herewith to the Collector of Bellary for his reference and return.

D. D. Warren,
Under Secretary to Government.

To the Collector of Bellary with 3 sketches.
Copy to the Board of Revenue, Land Revenue and Settlement.

F O R W A R D E D
(By Order)

AS

The Collrs report called for in Bds Rep B 615/26 d 30.10.26 may be awaited. p 29. (U)

E Sadasivan 24/1/27
Superintendent.

28.1.27.

S.R.24/1. 27.1.27

154 Revenue 127

Revenue DEPARTMENT.

In reply, please quote number, date and short title *

Received *Registered*

B 1315

From (Name) C.D'A. Crofton Esq., I.C.S.,

(Designation) Collector of

Post Box ....., (Station) Bellary

Telegraphic Address .....

To The Secretary to the Commissioners,
Land Revenue & Settlement,
Madras.

Ref.C. *No.* 5839/26, B4. *dated* 7 - 3 - 1927.

Sir,

Enclosures .....

.....

.....

Spare Copies .....

Alienation and exchange Land Bellary Town - London Mission Buildings - Further particulars reported.

Ref: Board's No. B-615/26-6 dated 30-10-26 29 p 117 26

1. Para 1 of the Board's Reference.

--- ---

In this office Ref. 7813/21-A-1 dated 14-6-24, 69 p 43 ante the free hold value of the old lease site land in the Wardlaw Mission Compound was estimated by Mr. Duff at Rs. 4840/- per acre or Re.1/- per square yard (vide Board's Ref. C. 3437/23-2 dated 21-9-23). It would appear that this value of the land was only an assumed figure as it was reported in this office Ref. C.7813/21 A-1 dated 29th May 1923 (Para 3) that the correct ground rent leviable according to the prevailing rates in the neighbourhood would be on the assumption that the land is worth Re.1/- a square yard (Vide Board's Ref. B.2202-23-1 dated June 23 for the Collector's report). Mr. Rezlullah reported however in this office D.Dis No. 4693/25 dated 23-7-26, that the site being in the heart of the town and behind the public offices is specially valuable and he therefore fixed its Market value at Re.2/- a square yard. The value fixed by these Collectors do not agree with the saleable value of

p 57 above. p 2 above. p 29 above. para 3, p 46 (v).

the site which as now ascertained with reference to the present conditions amounts to only 12 annas per square yard. No open site near the Wardlaw Mission Compound has been sold recently. An open site of 8 cents in the vicinity of the compound was sold in 1918 for Rs.300/-. This works out to a rate of Rs. 3750/- per acre. The value of a square yard at this rate comes to Rs.0-12-0 only. The Settlement department fixed the rate of ground rent on an adjoining building at Rs.125/- an acre. At this rate the market value per acre works up to Rs.3125/- which gives also the same rate of Rs.0-12-0 a square yard. The present value of the site may therefore be estimated at 12 annas per square yard as the site is reported to have lost its previous value on account of the propogandism of the Co-operative Department which, in order to remove congestion in the Town, have encouraged buildings outside the town by granting loans and advances with the result that all the intending house builders prefer sites outside the town now.

2. Para 2 of the Reference.

The revised sketches drawn to scale and prepared on the lines indicated by Government are enclosed.

3. Para 3 of the Reference.

The ~~xxxxxxxxxxxxxxxxx~~ renewal of the lease has not yet been sanctioned . A copy of this office letter Ref. S.C. 5839/26 A-4 dated 3-1-27 addressed to Secretary to Government, Revenue Department, Madras, on the subject is enclosed.

4. Para 4 of the reference.

The mission is willing to surrender the lease land unconditionally to Government and to accept Government proposal to alienate the land with buildings thereon. A copy of the letter dated 9th December 1926 from Rev. Mr. Lewis, Secretary to the London Mission, Bellary is enclosed.

156

5. The sketches received with Government Memo No. 80 A/27 dated 21-1-27 are also returned.

K.K.R.7-3-27

For Collector.

Eno
8/3.

Copy of letter Ref. S.C. 5839/26 B-4 dated ~~X~~ 3-1-27 from the Collector of Bellary to the Secretary to ~~the~~ Government Revenue Department ~~Commissioner, Land Revenue and Settlement~~, Madras.

Alienation and exchange - Land - Bellary Bellary Town - London Mission - Buildings.

Ref. Government Memo No. 3063 E-A/26-1 dated 31-12-26

In Board's Ref. No. B-1195-25-1 dated 23-4-25 it was ordered that the lease in respect of 7-53 acres of land covered by the Wardlaw Mission Compound for 30 years on a nominal rent of Re.10/- per acre should be got on with. A draft lease deed prepared by the Government Pleader in consultation with Rev. F.H. Lewis was accordingly submitted to the Board with this office Ref. No. 4206/25 B-4 dated 26-11-25. The Board made some alterations in the draft lease deed and called for the statement of consent of the Mission thereto. This was obtained and sent to the Board with this office Ref. C.4206/25 B-4 dated 31-12-25.

2. The Government solicitor to whom the draft lease deed was referred by the Board returned it with his letter No. 954 dated 2-5-26 with the opinion that the document should be executed by some one who has been appointed by power of attorney to execute documents for the society. The solicitor's fee of Re. 50/- was recovered from the Mission and remitted to the solicitor as instructed in Board's Ref. No. R. 587/264 dated 12-5-26. Pending further

orders from the Board, no steps have been taken to get the lease deed executed by Rev. George Wilkins of Bangalore who is the lawfully appointed attorney to act on behalf of the mission in India. It will thus appear that all the preliminaries are complete but the lease deed has not yet been actually executed.

Copy of letter from E. H. Lewis, London Mission, Bellary dated 9th Decr. 26.

I have the honour to acknowledge th receipt of your letter Ref. C No. 5839/26 dated the 13th Nov. 26, forwarding an extract of para 4 of the Govt. Memo.-Rev. Departt., No.3063 SA/24-7 dated 19-10-26 and asking me to ascertain and let you know at an early date the wishes of the Mission on the points raised in the said memorandum.

1. The Mission is aware that it has no legal claim to occupy the 7 acres 53 cents of land in Bruce pettah compound or to compensation in case it moves the schools elsewhere.

It is willing to give up its claims unconditionally, as Govt requires, and to accept, thankfully, the Govt.'s proposal to alienate "as a matter of grace" the land with the buildings thereon, relying on the Government's promise to consider the matter favourably.

The Mission respectfully prays that the Government will be pleased to grant the deed of alienation at an early date.

2. The Mission respectfully begs to remind the Government that in March 1924 the Directors of the Society in London agreed to accept the same offer when made by the Government on the 5th of October 1923.

Also that in a letter - Government Revenue Department No.3063 S/24-1, dated 8th November 1924 - Government proposed instead of alienating the land to renew the lease for a period of thirty years, this offer also was accepted by the Mission Board in London.

~~151~~ 158

A lease deed has been drawn up by Government lawyers. The Articles of Association of the London Missionary Society and the Power of Attorney granted by them to their agents in India have been called for and examined by the Government Solicitor in Madras and a fee of Rs.50/- has been paid therefor. For months we have been expecting to have the deed put into our hands.

Enc
8/3.

DRAFT FOR APPROVAL

Enclosures.

Despatch No. Ovlh

When given to fair copying

Fair-copied by

Fair-copy compared by

When despatched

Lent T. 13.6.27

Office.

Register No. B 13078 dated 16/27 of

From

The Coll of Bellary

Subject.

Allocation Land (Bell.) Bellary Tk & Dom. - London Mission Boto

To

THE Coll of Bell

11.45 Amts 163

Issue 15.2.27.

Ref B.S & Sp 26-7 & 63.29

It is not necessary that the sale values of only vacant lands in the neighbourhood should be taken for purposes of arriving at the freehold value of the land in question. Sales of lands already built upon may also be taken, but the value of the buildings should be excluded and the value of the land calculated separately. The attention of the Coll is also drawn to para 14 of B.S.O. 21. as corrected by Correction slip no 192 and he is requested to report the

Govt Servants 26/27 circulated on 6.27. 21

p65 vol I

explanation of the basis adopted in with details the sales taken as the data assessment, quit rent to be levied on the lands ~~of Lees~~ the sales of which are taken as the basis, as well as that levied on the 8 cases land already reported, should be given.

Collr The Collr is requested also to state with reference to the settlement records or the formulæ or any adjoining buildings, site has fixed for 1257 an acre by the settle dept.

The Collr has not furnished the rate of formulæ charged on the lands in the neighbourhood. This should now be done. ~~The Commissr should also be supplied~~

(d) para 1. Sett. Memo p 116 cf.

15.3.27.

15/3

15/3

Aer

DEPARTMENT.

BOARD OF REVENUE — BRANCH — 17 MAY 1927 — BOARD OF REVENUE & SETTLEMENT

C.F. 98.

1354

161

REMINDER.

REPLY.

To The Clerk of the Peace & Clerk of the Crown & P.S. Beverley

Bolle

Sir,

undersigned ~~has the honour to invite~~ is directed to invite invites

he communication noted in the margin and to request that

ted 15.3.27

may be returned ~~at once~~ with to—

stage at which the matter now is,

date by which a reply may be pected, ~~and~~

~~circumstances which have caused e delay.~~

equested that the reply to this sent not later than 15.5.27

The reference is pending with the Clerk of the Peace who has been specially reminded in the matter.

A report will be sent soon after receipt of this reply.

for Collector

Thank you

P.T.O.

162

BOARD OF REVENUE
30 JUN 1927

GOVERNMENT OF MADRAS

135

163

924

Revenue Department.

MEMORANDUM:- No.3063 E.A/24, dated 28th June 1927.

Alienation and Exchange - Land (Bellary) Bellary Town- London Mission Buildings.

The Board of Revenue is requested to expedite its reply to Memorandum No.3063 E.A/24, dated 12th January 1927.

2. The reminder sent to the Board of Revenue on 13th June 1927 which was returnable on 25th June 1927 has not yet been received.

reminder sent on 13-6-1927.

C.P.Karunakara Menon,

Assistant Secretary to Government.

To

The Board of Revenue, Land Revenue and Settlement.

F o r w a r d e d.
(By Order)

E Padmanabhan
Superintendent.
28/6

M.A.D:/-

64 R. F. XXII-A-19.—25,004—5-2-27 (A) 36

Subject.—

FOR MEMBER.

Alienation
Land — (Bellary) — Bellary
Taluk + Town — London mission Bank

READ AGAIN B. P. No. _____ dated _____ 192

" " " _____ " _____ 192

READ ALSO :—

In 1938 Register No. _____, From the C. 5924/27. No. _____, dated 2. 192

" " _____ " " _____ " _____ " _____ 192.

" " _____ " " _____ " _____ " _____ 192

12.5 Rules 27.

RESOLUTION: B No. 58/26-8. dated 2-7. 1927

Issue
Do
1.7.27

Note
Govt number 2, 8.6.27 (of notice
stated in the memo at P 13[illegible]
[illegible]) was returned with reply
on 2[illegible].6.27. To Govt number
[13.6.27] was read with it
is not likely that Govt
would have sent Two
enquiries within the 3 days
[illegible] (Personal Regd Received)
8/16

To the Collr., Bellary
Copy to the Secy. to Govt. R.D.

The attention of the Collector of Bellary is invited to Board's reference B. no. 58/26-7 of 15-3-1927 and subsequent reminders of 29th Ap. 27. and 13th June 27 and he is requested to expedite his report as Govt ask for a very early reply.

Ur
30/6.
Do
30.6.27

Dr C.H.
5.7

In reply, please quote number, date and short title.

Revenue DEPARTMENT.

Received 16 JUL 1927 Registered 105 B3798

From (Name) C.D'A. Erskine Esquire I.C.S.,

(Designation) Collector of

Post Box ....., (Station) Bellary.

Telegraphic Address .....

To The Secretary to the Commissioners
Land Revenue & Settlement,
Madras.

Ref.C. No. 1673/27, Dated 13th July 1927.

Sir,

* Alienation - Land (Bellary) Bellary taluk and town- London Mission buildings.

ENCLOSURES .....

PS 172-133 C/8.

SPARE COPIES .....

Ref:- Board's No.B-58/26 dated 15-3-27.

No open sites in the vicinity of the Wardlaw High school compound have been sold recently. The marginally noted buildings and the sites on which they stand were sold in 1926 for the amounts noted against them. The ground rents charged by the Settlement Department in respect of these two bungalows amounts to Rs.12-8-0 per acre. It is not possible to fix the value of the site exclusive of the building in respect of these bungalows as the latter bungalow with site fetched a larger amount though the site is only half of that of the former bungalow. The buildings also have undergone various improvements since their purchase by the present owners. If the value of the present buildings be excluded, the value of the sites if calculated separately would be practically nothing. The Bank building is strong, spacious and more durable than the other building.

Imperial Bank. Ac.5-19.-- Rs.12,000
Ground rent 61-14-0

Bungalow of M.R.Ry., Jonnagala Papiah. Ac.2-65. 15,000
Ground rent 33-2-0

2. As regards the open site of Gowli Rudrappa, the 8 cents of land ~~was~~ were purchased for Rs.300/- which works

~~138~~ 166

... Rs.3,600/- per acre. The letting value at ½ of the amounts to Rs.1½/- per acre. The Revenue Department fixed the ground rent on the site at Rs.100/- per acre which was enhanced during resettlement to Rs.125/- per acre. The same rate of Rs.125/- per acre appears to have been fixed in respec of the two cents of land on the bungalow belonging to M.R.Ry., B. Bhima Rao, High Court Vakil, Bellary. The ground rents in respect of these two sites are noted in margin.

Ouli Rudrappa 0.08 Sec Ground Rent 10.00
Bhima Rao 0.02 2-8-0

(+) Free hold value for A.2-35 at Rs.0-12-0 a Sq. Yard. Rs.8530 8 0
Subject to the payment of ground rent. 1186 12 0

(+) Assessment Working Sheet.
Rate of ground rent Rs. 125/- per acre.
Ground rent for Ac.2-35 --293-12-0
Capitalised value of ground rent for the site.293-12-0 X 25 or 7343-12-0

Value subject to the payment of ground rent. 8530 8 0
7343 12 0
1186 12 0

3. The free hold value of the land measuring Ac.2-35 on which the Wardlaw High School is situated works up to Rs.8530-8-0 at Rs.0-12-0 per square yard and subject to the payment of ground rent it amounts to Rs.1186-12-0. The working sheet for arriving at this figure is appended in the margin. The present value of the site may therefore be estimated at 12 annas per square yard for the reasons already stated in this office Ref.C.5839-26-B.J. dated 7-3-27.

K.K.R.14-7-27.

For Collector.

Exd 15/7/27.

Subject.—

FOR MEMBER.

Alienation and encroachment
Land (Bellary) – Bellary Town
London mission buildings

Govt. Memo 7308/27

READ AGAIN B. P. No. _____ dated _____ 192

Memorandum

dt 5-9-27 " " _____ " " _____ 192

READ ALSO :—

Register No. ~~27 of~~ From the B. 1316, No. 27, dated 8 192

" " " B. 3798, " 27, " 8 192

" " " _____, " _____, " _____ 192

RESOLUTION dated B. No. 5-8, dated 26 & 30-8- 192

sd/ 5PM 30-8

Issued Today 30.8.27

The Collector rep
that an open site of
cents in the neighbourhood
of the mission Compound
was sold in 1918 fo
~~Rupees~~ Rs. 300. ~~It is to be~~
~~known whether the s~~
~~was subject to any~~
~~gr. rent at the time.~~
If it was, the Gr. R
charged on the site sh
be reported; if not,
should be reported
when the Rev. Dept.
fixed Ground rents

but he does not make it clear whether
the land was subject to ground rent
when being sold or not.

for the site ~~subsequently~~
and ~~what was~~ the rate
at which it was ~~so~~
fixed ~~the same as was fixed~~ from

As the reference is
very urgent, the Collecto
is requested to submit
an immediate report

Zero
28/8

(Zero orders)

By
30/8/27) 30-8-27

To the Collr. Bellar

C. F. 32

In reply, please quote number, date and short title.

DEPARTMENT.

Received

Registered

B4704

From (Name) C. D'A. Crofton Esq., I.C.S.,

(Designation) Collector of

Post Box (Station) Bellary.

Telegraphic Address

To The Secretary to the Commissioners,

Land Revenue and Settlement, Madras.

Ref: B.A. No. 4848/27 dated 5th Septr. 1927

Sir,

Alienation and Exchange — Bang — Bellary town — London Mission Buildings.

Ref: Board's No. B-58-26 dated 30-8-1927.

Enclosures

Spare Copies

I invite Board's attention to C.D.No. 2760 Revenue, dated 24-9-1914 communicated with C.P. No. 3706 Lis., dated 2-10-1914 accepting the Collector's proposal to sell [illegible] Yardley High School compound in the Bellary town subject to the payment of a lump sum of Rs.20/- and an annual ground rent of Rs.8/-, liable to revision during resettlement. This land was assigned under House site rules to one [illegible] subject to the conditions referred to above. The assignee sold the land in 1918 to one [illegible] for Rs.600/- subject to the payment of the above said ground rent. The ground rent for the land was up to Rs.100/- per acre. This was increased to Rs.125/- per acre during the recent resettlement.

Alienation + exchange –

Land (Bellary) – Bellary Town

London mission Buildings.

B. 5-5-41-26 —— Q

B. 1315-27 —— Q

B. 3798-27 —— Q

B. 4704-27 —— Q

Refce B No. 5-8-26-10 & 16. 5.2.

The Collr. reports that the full hold value of the land at Re 1.0.0 per sq. yard was one ~~assumed~~ arbitrary figure & that the market value subsequently fixed at Rs. 2.0.0 per sq. yard was another ~~assumed~~ arbitrary figure based on the assumption that the site being in the heart of the town & close to the public offices was specially valuable. Sites in this locality have since lost their special value as the Co-operative dept. with a view to relieving the Congestion in the town is encouraging the Constn. of houses outside the town by

Ref. to Govt. 20/12/27

p. 27 (27)

p. 127 cf.

p. 130 cf.

p. 14 cf.

5q 3-15

Issue today

16.9.27.

T. by. V.C

com by. MS.

Rs. 710 x/27

" " 17 x/28.

Ref. to Govt. on 15 12/27

granting ~~loans~~ & manures to intending house builders. The Collr. thinks that the rate of 0-12-0 per sq. yard is reasonable & may be adopted as the freehold value and ~~he~~ bases his recommendation on a sale deed relating to a ~~vacant~~ plot of land measuring 8 cents in the vicinity which fetched Rs 300 in 1918. On a further examination of the matter relating to the above sale, it has been ascertained that the land was subject to Gr. rent at Rs. 100 an acre at the time of sale and that the freehold value is Rs. 6250 per acre or Rs. 1-4-8 per sq. yard which is much higher than the Collector's figure viz 0-12-0 The rate of ground rent charged on the above land and on certain other lands in the neighbourhood has since been fixed at Rs. 125 an acre during the resettlement of the taluk. The market hire or rather the value of occupancy right of 7.53,

8 cents - 300
1 acre - - 3750 } - M.V. for
add capitalised Gr. rent 2500 }
Total. 6250 - F.H. Value

A. H-Value of 7·5·3 acres at Rs. 6250 an acre	47,062-8-0
Capitalised gr. rent at Rs. 125 an acre	23,531-4-0
A-B or U·O·R.	23531-4-0

7·5·3 acres in question subject to a ground rent of Rs. 125 an acre works to Rs. 23531-4-0 ~~as shown in the margin~~. If a flat rate of Rs. 6-4-0 is taken as the ground rent to be levied with reference to G.O. no. 436 Rev. dt 8.3.'27 the value of occupancy right amounts to Rs. 45,885-15-0.

A. H-Value of 7·5·3 acres at Rs. 6250 an acre	47,062-8-0
B. Capitalised gr. rent at 6-4-0 an acre	1176·9-0
A — B or U·O·R	45,885·15-0

2. Para 2 of the Govt memo. A revised sketch drawn to scale is submitted herewith

3. Para 3. The lease has not been renewed.

4. Para 4 The mission is willing to surrender the land unconditionally and accept the alienation proposals. A copy of the letter addressed to the Coll. by the Secy. to the mission is enclosed.

Secy
15.9.27. 15.9.

15-9-27 Sd
14.9.27

To the Secy. to Govt R. Dis with a copy of the letter to the coll. from the mission + plans.

To the Coll. Bellary (para 1).

Pp. 130-131 Cf.

12 SLP REVENUE DEPARTMENT.

Branch.

Special REMINDER.

REPLY.

To The Land Rev. ....

To The ....

Land Rev. C Sett.

The undersigned ~~has the honour to invite~~ is directed to invite ~~invites~~

attention to the communication noted in margin and

No. 3063 EA/24 dated 12-1-27. to request

that this reminder may be returned at once with information as to--

(1) the stage at which the matter now is,

(2) the date by which a reply may be expected, and

(3) the circumstances which have caused the delay.

AS

Through Section this may be lodge the reply to Govt is issuing today

19.9.27

16.9.27

1619

3. It is requested that the reply to this reminder may be sent not later than 20.9.27

R B Warren

Office [illegible] Signature

Station Fort St George Designation. Rev Dept

Dated 8-9-27 6-9-27

SUBJECT.

Application for Exchange - Land - (Bellary) - Bellary town - London Missionary Buildings.

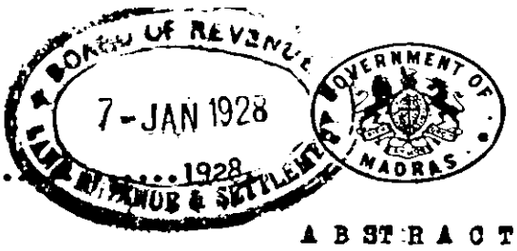
Supt B. Section

Please specify the number & date of the Proceedings referred to

It is Refee B. 58/26 of 16.9.27 marked for issue today. Sent at 3 P.M. to Central Section

16.9.27 Received at 3.15 PM

1619



ceived..7....1928.

174 B159

C311

Registered.....1928.

A B ST R A C T

Alienation - Land and revenue - Bellary town and village - London Mission School - S a n c t i o n e d.

REVENUE DEPARTMENT

G.O.No.22 Mis., ated 5th January 1928.

Read the following:-

From the Board of Revenue, Land Revenue and Settlement,
Reference B.58/26-10, dated 16th September 1927.

***

O R D E R:-

With the approval of the Government of India, the Government sanction the alienation of 7.53 acres of land in S.No.499 of Bellary Village, Bellary Taluk, Bellary District with the buildings on it in favour of the London Mission, Bellary, for use as the site of a school.

2. The alienation will be free of charge for the occupancy right and free of ground rent but subject to the following conditions:-

(1) The land shall be used for the purpose of a school and for no other purpose.

(2) No building shall be erected on the land without the previous sanction of the Collector of the district.

(3) The Government may resume the land, wholly or in part, with the buildings thereon, in the event of the infringement of any of the conditions of the grant, or if in the opinion of the Government, the land is required for a public purpose, or for conducting mining operations, or if the recognition of the school is withdrawn.

(4) In the event of such resumption, the Government may at their option, with either

(a) purchase the buildings now existing and hereafter constructed on the land in accordance with condition (2) or

(b) allow the grantee to purchase the land at its value on the date of sale.

(5) In the event of the resumption of the land followed by the purchase of the buildings under clause (4) (a), or in the event of the acquisition of land for any reason the compensation payable therefor shall in no case, exceed

the

the initial cost, or the value at the time of the resumption or the acquisition, whichever shall be less, of the buildings now existing and hereafter constructed on the land in accordance with condition (2)-- -- or other improvements effected on the land by the grantee. But no compensation shall be payable in respect of any buildings constructed in contravention of condition 2 of the grant.

(6) In the event of the voluntary relinquishment of the land by the grantee, no compensation shall be payable for any improvements that may have been effected or other work that may have been executed on the land by the grantee at its cost.

(By Order of the Governor in Council)

J.F.Hall,

SECRETARY TO GOVERNMENT

To

The Board of Revenue, Land Revenue and Settlement.

Copy to Law (Education) Department.

F o r w a r d e d

(BY ORDER)

E Padmegnasa 5/28

SUPERINTENDENT

C.M.

R. F. XXII-A-10.—25,004—5-2-27. (6)

Subject.— 176

IR MEMBER.

Sheriatum — Land + Revenue

Bellary town + Village — Londi—

Mission school. — Sanctioned

READ AGAIN B. P. No. _____ dated _____ 192

" " " _____ " " _____ 192

READ ALSO :—

Register No. p. 145, From the _____ B. _____, No. 169 - 8 dated _____ 192 /

" " " " " " " " " " " " 192 .

" " " " " " " " " " " " 192 .

RESOLUTION. Jud. No. 133, dated 16-1-192 8

Issue

p. 141 Cf.

Communicated to the Collector of Bellary for information & necessary action with reference to the Correspondence ending with his letter no. B4 - 484 P. 27 dt 5-1-27

12.1.28.

The Colr. of Bellary.

F. 32-(a).

In reply, please quote number, date and short title *

15 Revenue DEPARTMENT.

Registered B7025

Received REVENUE 6 DEC 1935 LAND REVENUE AND SETTLEMENT DEPT

From (1935) T. Bhaskara Rao Esq., I.C.S.,

(Designation) Collector

Post Box ....., (Station) Bellary

Telegraphic Address .....

To The Secretary to the Commissioners,

Land Revenue & Settlement,

Madras.

D.Dis. No 2948/35, dated 3-12-1935 19

Sir,

ENCLOSURES

One Sketch

EXTRA COPIES

Alienation - Land and Revenue - (Bellary) Bellary taluk and town - London Mission School - Sketch.

Ref: Your B. No. 360./35-3, dated 7-11-1935.

I resubmit the sketch, after incorporating the detail of buildings.

P.S. 5/12.

For Collector.

To AS(LR)

May be recorded and attached with BP 133 misc dated 16.1.28

Survey 23.

District Bellary

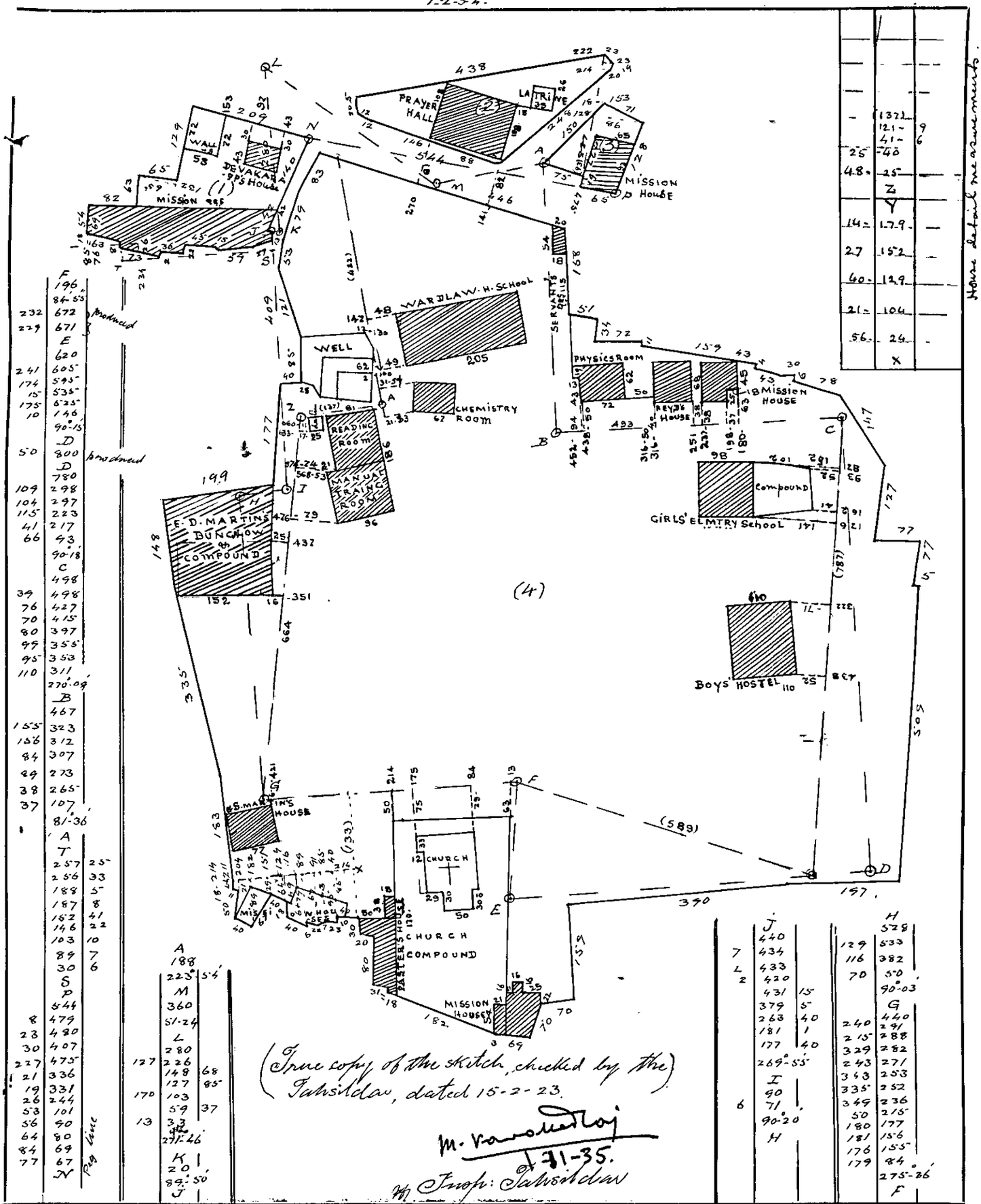
Taluk Bellary

15 17

Village { No. 68
Name Bellary

Field No. 499
1-234.

Area Acres.



(True copy of the sketch, checked by the Tahsildar, dated 15-2-23.

M. Ramachandra Roy
31-35.
Asst. Tahsildar

Scale 1/2 Inch = One Chain.

* Ratio of the houses are measured by me.

Prepared by
P. Ramachandra
23/11/35.

Draftsman
31-10-35

C.F. 32.

In reply, please quote number, date and short title.

Revenue DEPARTMENT.

Received _____ *Registered* B 3532

From (Name) T.Bhaskara Rao Esq., I.C.S.,

(Designation) Collector,

Post Box _____, (Station) Bellary.

Telegraphic Address _____

BOARD OF REVENUE
MADRAS
21 JUN 1935
LAND REVENUE AND SETTLEMENT

To

The Secretary to the Commissioner,
Land Revenue and Settlement, Madras.

Ref.C *No.* 2948/35H1, *dated* 19th June *1935.*

Sir,

*Survey - Bellary District, Taluk and Village
London Mission Society - Wardlaw High School
sketches - supply of - Requested.

Enclosures _____

Spare Copies _____

Please send for reference the sketches showing the London Mission Buildings in Bellary Town sent to the Board with this Office D.Dis.C. No. 4693/25 dated 23rd July 1926 in reply to Board's Ref. No. B. 615-26-1 dated 23.3.1926. They were received in this Office from the Government and resubmitted to the Board with this Office Ref.C. No. 5839/26 B-4 dated 7th March 1927 in reply to Board's No. B. 615/26-6, dated 30th October 1926. The sketches are now required for reference in connection with the relinquishment of a portion of the leased land in favour of the Bellary Municipality for laying out a lane. They will be returned after the survey of the land is completed.

For Collector.

s.u.c/20.6.a

Mr. A.H.A.T. 3

C.F. 16.

DRAFT FOR APPROVAL.

Date.

When received for fair copying ..

When copied ..

When examined..

When signed ..

When despatched.

DESPATCHED 4-JUL-1935

SUBJECT:—

Alienation - Land and Revenue — (Bellary) — Bellary Dt and Town — London Mission School — Sketches — Requisition.

READ AGAIN _____, dated _____ 19____.

" " _____ " _____ 19____.

READ *ALSO*:—

pl cf No. B 3601/35 From the Coll. of Bellary —, No. 2, dated _____ 19____.

" _____ " _____ " _____ " _____ 19____.

" _____ " _____ " _____ " _____ 19____.

Refce Order / Resolution / Ms. / Rout. No. B3601/35-1, dated 3-7-1935.

The Coll. of Bellary requires the sketches submitted to the Govt. with the Bd's Ref. No. B 58/26-10 & 16-9-27 (disposed of in G.O. No. 22 Mis, Rev, & 5-1-28) for his reference in connection with the relinquishment of a portion of the leased land in favour of the Bellary Municipality for laying out a lane. The Board requests that the sketches ~~in question~~ direct may be sent to the Coll. for his reference and resubmission to the Govt.

pp 170-172 cf (N)
pp 174-175 cf (N)

1 cf.

2. The Coll. is requested to return the sketches ~~mentioned~~ ~~referred to in para~~ ~~1 above~~, direct to the Govt. ~~after~~ ~~the survey is completed~~ when they are no longer required by him and to report the

(He is also requested to furnish) fact to the Board. ~~Copies~~ of the sketches for being recorded in the Board's file on the subject. in the Board's Office Connected

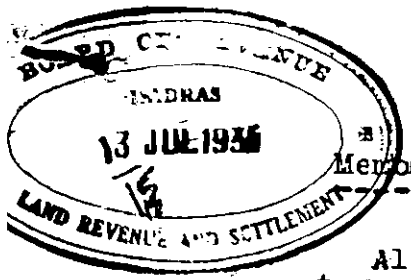
h 3735

To the Secy ~~to~~ Govt RD. para! only.

" CSIR of Bellary. —

EKK
4/4/35

5



Revenue Department.

B 3971 3601

Memorandum No.2741 F/35-1, dated 12th July 1935.

Alienation - Land and Revenue (Bellary) - Bellary taluk and town - London Mission School - Sketches - From the Board of Revenue, Land Revenue and Settlement, Ref.No.B.3601/35-1, dated the 3rd July 1935.

pp 3-4 f.

The sketches received with the Board's reference No.B.58/26-10, dated the 16th September 1927 were returned to the Collector of Bellary with Government Memorandum No.3584 F/29-1, Revenue, dated the 11th ~~February~~ December 1929 and a copy of this memorandum was also communicated to the Board of Revenue,

pp 170-172 f (N)

Not traceable from R.T.O. before 1929-30. Normal Regn destroyed

E.W.Bouchier

Under Secretary.

To the Board of Revenue, Land Revenue and Settlement.
" Collector of Bellary.

F o r w a r d e d.
(By Order)

V. Narasimhalu

Superintendent.

N.M.

Alienation – Land and Revenue –
(Bellary) – Bellary Dt and Taus
London Missnia School – Sketches.

pl cf. B 3601/35 – from the Coll. of Bellary – Q
p 5 cf B 3971/35 – from C

Refce: No. B 3 601/35 – 2 dt 22 – 7-35

The Coller. of Bellary requested to state whether the sketches have been traced ~~out~~ and if so to furnish copies of them to the Boa as desired. in para 2 of the Refce No. B 3601/35-1 dt 3.7.35

h 20735

Revenue DEPARTMENT.

In reply, please quote number, date and short title.

Received ..... *Registered* .....

From (Name) T. Bhaskara Rao Esq., I.C.S.,

(Designation) Collector,

Post Box ....., (Station) Bellary.

Telegraphic Address .....

5- AUG 1935

To The Secretary to the Commissioners,
Land Revenue & Settlement,
Madras.

R.O.C. *No* 2948/35H1, *dated* 2nd August 19 35

Sir,

Enclosures .....

Spare Copies ..... p7 c.f.

Alienation and Land and Revenue (Bellary) Bellary Taluk and Town-London Mission School-Sketches-

---

Ref. Your No. B- 3601/35-2, dated 22-7-35.

It is seen from the old records of this office that the sketches in question, were received back from the Government in 1929 and sent to the Executive Engineer Bellary on 18-12-29. He has been addressed to return the.. Copies of the sketches will be submitted on their receipt from the Executive Engineer.

I.S. 3.8.

For Collector.

To AS(LR)

Filed.

2. The Coll may be reminded, if necy, on 21.8.35.

60 5886 5/8/35

21.8.35 R. 21.8.35 II R. 6.9.35

COLLECTOR'S OFFICE 22 AUG 1935

Revenue DEPARTMENT.

REMINDER. Land Rev. *Branch.*

THE Collector of Bellary

BOARD OF REVENUE 27 AUG 1935 REVENUE AND SETTLEMENT

REPLY.

The Board of Rev
Ld & Sett. Madras

I ~~have the honour to invite~~ am directed to invite attention to ~~invite~~ The Collr's reply Roc. 2948/35-1, 2835 ~~to request that the reply to it may be expedited.~~ Resubmitted

No. B 3601/35-2 dated 22.7.35 and request that this reminder may be returned at once with information as to—

(1) the stage at which the matter now is,

and (2) the date by which a reply may be expected, ~~and~~

~~(3) the circumstances which have caused the delay~~ (B.O)

2/- The Sketches in question have not yet been received from the Executive Engineer, P.W.D. Bellary. Copies will be submitted on their receipt in this office.

Office Bodyguards

Station Madras

Dated 21 8 35

Signature. 21/8/35

Superintendent.

Designation.

SUBJECT.

Alienation — Land Rev — Bellary Dt. and Town — London Missia School — Sketches.

for Collr

to 26/8/35

3601/85

To A.S. (J.R)

Reply to R.T. — overleaf

filed.

2. Next R.T. to come, if necy., on 6.9.85

28/8/85

28/8/85

28/8/85

COLLECTOR'S OFFICE 7-SEP 1935

BOARD OF REVENUE 10 SEP 1935 LAND REVENUE APPEALS

Bellary

C.F. 98.

Land Revenue Department.

REMINDER. Land Revenue Branch. REPLY.

To The Board of Rev

L.R. Branch Secretariat

Resubmitted

To The Bellary

The undersigned is directed to invite attention to the communication noted in the margin and to request that this reminder may be returned at once with information as to—

(1) the stage at which the matter now is,

(2) the date by which a reply may be expected, ~~and~~

(3) the circumstances which have caused the delay.

No. B 3601/35-2, dated 22.7.35

2. It is requested that the reply to this reminder may be sent not later than

Office Bellary

Station Bellary

Dated 7.9.35

Signature.

Designation.

1. Sketches in question have not yet been received from the Executive Engineer Bellary, who has been reminded. Their copies will be sent as soon as they are received.

for Collector

7-9-35

To A.S (LR)

Collis reply to R.T. - overleaf

Filed.

Next R.T. to issue, if necy, on 21-9-85.

21/9/85

29/8/85

12/9/85

Revenue DEPARTMENT.

In reply, please quote number, date and short title.*

Received *Registered* B5437

From (Name) T. Bhaskara Rao Esq., I.C.S., 3601

(Designation) Collector.

POST BOX ....., (STATION) Bellary.

Telegraphic Address .....

BOARD OF REVENUE
23 SEP 1935
LAND REVENUE AND SETTLEMENT

To

The Secretary to the Commissioners,
Board of Revenue. Land Revenue
and Settlement, Madras.

No. Ref.C. 2948/35 , *dated* 19-9-35. *19* .

Sir,

ENCLOSURES.....
P 7 c/f

SPARE COPIES.....
P 9 c/f

*Alienation- land and Revenue- Bellary Taluk and Town- London Mission School- sketches.

Ref:- Your No.B. 3601/35-2 dated 22-7-35 and this office C.No. 2948/35 H-1 dated 2-8-35.

The Executive Engineer, Bellary states that the sketches in question are not forthcoming in his office, though this office Reference C. No. 5547/29 B-4 dated 18-12-29 with which the sketches were sent to him, is available in the files of his office. Hence copies of the sketches called for could not be submitted. Steps are now being taken to survey the land leased to the London Mission and a copy of the sketch will be submitted after the survey is completed.

For Collector.

A.S.N./20-9/A. 20/9.

To AS (12)

Filed

1. The Coll may be reminded again, if necy, on 21-10-35.

24/9/35

III 24/9

Copy x

Revenue Department.

EMINDER. ___ Branch. **REPLY.**

) The Mechr of To The Board of Revenue

Bellary Land Revenue Sett:

Madras

~~I have the honour to invite~~
am directed to invite attention to

BOARD OF REVENUE
25 OCT 1935
LAND REVENUE AND SETTLEMENT

Received

). B 3601/35-2 dated 22.7.35 and

~~that the reply to it may be expedited~~ with
equest that this reminder may be returned at once
formation as to—

(1) the stage at which the matter now is,

(2) the date by which a reply may be expected, and

(3) the circumstances which have caused the delay.

(B.O)

ffice Bellary

tation Reader

ated 22.10.35

Signature.

Senior Supdt.

Designation

SUBJECT.

emarks — Land and Revenue —

llary Town — London Mission High

chool — Sketches

The land occupied by the London mission school Building at Bellary were surveyed. A copy of the Sketch will be submitted by the end of this month

Forwarded

For Collector

24/x/35

B 3601

To AS (LR) -

Reply to RT — avail.

Filed

2. Neat RT to issue, fresh on 7-11-35 (D.O)

h29/1035

In reply, please quote number, date and short title *

Revenue DEPARTMENT.

Received ..... *Registered* B6367

From (Name) T. Bhaskara Rao Esq., I.C.S., 3601/35

(Designation Collector,

Post Box ....., (Station) ~~Bellary.~~

Telegraphic Address .....

BOARD OF REVENUE 6 NOV 1935 LAND REVENUE AND SETTLEMENT

The Secretary to the Commissioners,

Board of Revenue, Land Revenue and Settlement,
Madras.

Ref.C. *No.* 2948/35, *dated* 4-11-35. *19*

Sir,

ENCLOSURES.....

.....

.....One H3464

SPARE COPIES.....

p 11cf.

p15.f

* Alienation- Land and Revenue- Bellary Taluk and Tow
London Mission School- Sketch.

Ref:- Your B.No. 3601/35-1 dated 6-7-35 and this offic
C.No. 2948/35 H-1 dated 19-9-35.

A sketch showing the site occupied by the London Mission School and the buildings in S.No. 499 of Bellary village, prepared in 1923 has since been traced and a copy of it is enclosed.

Archaeology 6/11/35

A.S.N./1-11/P. For Collector.

6x135

Rev & FT

Title - as above.

B6367/35 - 9

Refer No-B 3601/35- 3 & 7 -11-35

The buildings have not been indicated as details in the sketch received with the Coll's letter read above; mark them if possible in the sketch
The Collr. is requested to ~~have the omissions supplied~~ and ~~to~~ resubmit the sketch at an early date.

by 11/35

Collr 6/11/35

6/11/35

Mr of Bellary with a sketch p-(p15 of B6367 sent

C.F. 16—6,000—26-11 13.

OFFICE NOTE.

SUBJECT.

Land. (Bellary) - Wardlaw Mission School Compound. Treatment.

From

Register No. B 2203.

1-2 S A S (Thro

To A.S.

Please see the sketch - p 17 C.1 Plot 'E' is the one held on 99 yrs' lease. The lease expires in 1912. The Mission did not apply for renewal. There is a noti ⊗ at foot of the lease that the ground is to be free of quit rent as long as it is used for Charity school The Collr is not sure if this condition will not be binding on Govt after the expiry of the lease. It is subm. that the concession appears intended to apply to the period of lease and not beyond it. In view however, of the Collr's recommendation in para 3 of his letter it is for

para 1(a) of the Collr's letter p. 1 C.f.

⊗ B at p 11 C.f.

para 2 of the letter - p 2 c.f.

pp 2 + 3 C.f.

orders if the Mission may not be allowed to occupy the land free of ground rent so long as it is used for the purpose of the school. If this is approved the Collr. may be asked to submit statements for the alienation of land and revenue. A

As regards the rest of the land (ac 6.25), a portion (ac 2.375) is freehold and the ~~balance~~ remainder is held on village site tenure. No interference is possible. B

9.6.23

A. The Collr gives very good reasons for his recommendation in para 3 of his letter. Maybe approved & the Collr asked to submit alienation statements for submission to Govt.

B. The Collr concedes that the London Mission Bellary have indefeasible title to 6.25 acres not covered by the 99 years' lease in A. His proposal that ~~a~~ ~~title~~ ~~deed~~ ~~should~~ ~~be~~ ~~issued~~ ~~to~~ ~~the~~ purpose grant for the portion may

I believe this is clearly one more
for this restitution case as well as
the for similar restitution Hearing
Cases. Even when this is not
explicitly here in question, in clients
for similar objects. If so it has
to be pointed out by the wrong
place where file

A.S
To A.S

Draft Submitted

22/11

C 34

Draft Submitted

23

C 407/23 — p 36 C.F.

Please see Board's reply
at p 34 C.F & the Court reply
at p 36 C.F.

Page 1 N.F is for
recall. The mission have no
right to demand exemption
from payment of Revenue. The

peciel Circumstances of the
se to alienate the
nd and the revenue to
allee for alienation Statements.
hile Submitting these Statements, p 31
Colr. did not propose
ny Conditions Subject to which
e alienation should be Sanctioned.
ence, he was Called on to p 34 of.
eport whether the mission would
ree to the usual Conditions of
lienation. The Colr. now
points out that the Govt.
ave no right to impose any
onditions. He has not however
given his reasons for it & from
e note at p 1 N.F., it would
appear that the Govt. have
a right to deal with the Case
as they Choose.

For orders.

2.) The Colr's Statement that
e rent value is 1/25 of the
arket value is wrong. This
may be pointed out to him
& he be asked to Submit revised
Statements.

p 36 of. para 1 A

apparently the Colr has misunderstood the Rupee. It is not pro[per] to levy [a] fourth of rent[s] the mission. The law the possession after [the] will be alienated fr[ee] charge & ground rent But the amount pro[per] has to be ascertained purposes of the alienation. [T]his may be made a clear

Colr
Jn
608 p 36 of.
para 3

we may inform the Colr the rent-value is 1/25" [of] Freehold Value which is same thing as full [rent] value. & the figure [to] arrived at by the Govt is Correct

Jn

Mr

As to A above — P.C.C.'s letter is that the original provision in fact a perpetual provision subject to the one condition that so long as the church is maintained no quit rent should be imposed.

We asked him to get the consent of the mission to a condition for resumption

(1) if Govt recognition of the school is withdrawn

(2) if the public interest require it.

This is a very different tenure & — in view of possible political developments — a somewhat precarious tenure for a European mission. I think the C.C.C. is right in holding that this case should not be subject to the same conditions as a new alienation. In view of the wording of Mr's note on p. 3, this must be reconsidered.

As to para 3 of the C.C.C.'s letter the office note is correct: The G.R. has to be slightly less than the fair competition rent.

I think it will
be best if, when we
meet on Thursday we may
be clearer as to
I mean myself to
I suppose this Sec.

2. But I thought it would
also clear considerably if we
definitely put it to the Govt
I suggested that the only
essential condition was that the
land was retained by the
use for purposes of a school, (or for the same condition as
Govt a different thing from
the condition of a close I agree that these are undesirable.

3. But what exactly is it
now proposed to recommend to
Govt Alienation? Grant?
and on what conditions?

15.8

TR
S
AF

S. agreement
letter d. ...
8/8
18/8/23

We [illegible] of TR's remarks
are.

The Board's refer
p 34 C.F is only a
criticism on the alienation
elements submitted by

out by the Asst: Secy on the margin of page 4 N.F; it is necessary to ascertain the correct all of ground rent chargeable on the land so that the correct value of the grant may be exactly known. The enquiry is to correct all of ground rent chargeable on the land was therefor not intended to recommend the levy of ground rent.

M/s remarks:-

Para 2 of the Bodi refers

AS the Bdi want to impose the only condition that the grant shall last so long as the land is used for the purposes of a school, it has not recommended as a special case. Generally, Conditions similar to those specified in the Bodi refer at pp 34 - 35 are imposed, as in cases of alienations in favour of European Missionary bodies; AS the Bdi intends to make a departure from the general Rule, it will be doing so in this instance. Sometimes

this case, however, differs marked (2) by the Secy at above will be

Yes.

more than what Govt. do for mainly
Similar institutions. Please
See M2's note at p 3 N.F.

Para 3 of M2's remarks:-

xxxx It is proposed
to alienate the land under
B.S.O. No. 24, 99 of charge for
the occupancy right and 99
of ground rent. The conditions
to be imposed are:-

"(a) The land shall be
used for the purposes of the
School & for no other purpose.

(b) The Govt. may resume
the land wholly or in part
in the event of the infringement
of the above condition

(c) In the event of such
resumption or in the event of the
acquisition of the land by Govt.
either wholly or in part, the
Compensation payable therefor shall
not exceed the initial cost or the
value at the time of resumption
or acquisition, whichever shall be
less, of any buildings erected or
other improvements effected on the
land by the mission

are they may be asked to furnish statement of figures for the alienation of land and land revenue.

4/9/23

13/9

18.9.

Draft Submitted!

21-9-25

1 43 C.7 — C 3260/24.

Draft submitted

Pass

7.57 9.7.24

Bd's Refce. D/14-11-24.

B.1195/25(From the Collr. of Bellary)

To Asst. Secy.

The question is about the tenure on which 7.53 acres of land in Bellary town should be granted to the London Mission. The lands were held on a 99

recommended the alienation of the land and the revenue thereon for the purpose of a school to which the Mission agreed. Government however considered that instead of alienating the land and land revenue, the lease of the land might be renewed for 30 yrs. on a nominal rental of Rs.10/- per acre. The Collr. was asked to report on this proposal and to state whether the Mission agreed to it. He has not definitely ascertained and reported the Mission's attitude as to the renewel of the lease proposed by Govt. He has forwarded the Mission's letter ~~XX~~ in which the Mission proposes to sell the land and the buildings now used for school and residential purposes and to purchase a larger area from Govt. in order to develop its High School into a residential one. The amounts which the Mission expects to realise from Govt. for the land and bungalows and the expenditure it proposes to incur on the new residential High School are very large.- please see abstract at P.66 C.F. The sketch at (V) read with the Mission's letter ~~will~~ explains the proposals. The Collr. ~~in a way~~ recommends the Mission's proposals. He thinks that Govt. might require the present Mission site and bungalows for

(1) Town extension(Rev.Dept.)
(2) Girls' High School(Education Dept.)
(3) Extension of the jail buildings(Jails Dept.)

pp.46-47 cf.
p.43 cf.
pp.59-b.
p.63 cf.
p.61 cf.
pp.59-60 cf.

The Collr's proposals are not definite. He states

p. 61 cf. that if the scheme ~~would~~ commends itself to the Board, he ~~would~~ will consult the various departments concerned and submit more concrete proposals. Without going into the details of the scheme, it may be said that involving costing as it does an enormous outlay ~~of expenditure~~ on the part of Govt. the scheme ~~is~~ may not be feasible in the present financial stringency. The opinions of the various Depts. of Govt. have to be taken and, so far as could be gathered from the Collr's letter, there would appear to be no urgent need to take up land or buildings by any of the departments — Revenue, Education or Jails. The opinion of the Judicial Dept. in the matter of the Dt. Judge's bangalow and the P.W.D. are also required. It seems best not to take up the Mission's proposals for consideration and to insist on a direct answer from the Mission as to the Govt's proposal to renew the lease and leave the Mission to make its own arrangements for additional area for its scheme of a residential High School. For orders whether the Collr. may be informed accordingly.

Rs 2,48,500 Estp. 66 cf.

p. 59-61 cf.

paras 5 & 6 at p. 60 cf.

p. 52 cf.

Seen

It does not seem desirable to brush the scheme aside in this manner

16/4

the development of the scheme will, at the same time, delay the present proposal, namely renewal of the lease in respect of 7.53 acres of land for a period of 30 years subject to a nominal rent of Rs 10/- per acre. The Collr may be requested to obtain/submit a statement Contain Consenting to this arrangement, and to formulate definite proposals Later on in regards to the renewal of the Co High School for its present premises. It will be scarcely necessary mixing up the two schemes

Sd/-
16/12/25

I agree. It will take a long time to push through this scheme if it ever comes to anything. If & when it does the lease can be cancelled. Colls should get on with the lease now.

Yes, certainly.
pn
18.4

As regards the claim or request for compensation for the land to site I am unable to see any grounds legal or equitable for granting it. Perhaps however nothing need be said about this at present. The Society is however somewhat optimistic in the subject of grants-in-aid & the whole scheme seems unnecessarily ambitious. Should it be further examined by Colls?

Sd/-

Colr may be told to get on with the lease & to report later in more detail if & when the proposal for sale can be seriously considered from the point of view of Govt.
pn
19

Dr
22/4

I submit the file re the Wardlaw property at Bellary. I have not gone into it as I don't know exactly what points Mr Duff raised. to Mr

M2

1578

Mr Duff may be told that we are awaiting his detailed report & he thinks the proposal for sale can be seriously considered from the point of view of Govt.

Dr
11-8

Draft submitted

Dr
1778

15/2
M
178

B 35 & 3756 — pp 77-78 Cf — pp 80-81 Cf

2 Encls

(1) Case re the Govt Pleader at Bs and the Collr's replies at pp 77 & 80 Cf

Govt desired therein to know if there is any objection to the proposals, and if not, to intimate the Mission now accepts the Govt's offer of a 30 yr lease & the Collr recommends it. The Collr's previous proposal for 21 yrs is apparently to be dropped.

(2) A copy of the original lease that expired in 1912 is at pp 5-11 Cf. A copy

the form of leases now being adopted (There is no other standard form of lease:
in leases to clubs is at (A) ? May the
Bd be furnished with a copy of the
lease at (A) be asked to and have a lease deed
drafted by the local G.P. with suitable modifications and
with the stipulation that the lease will terminate on the land being required for other than educational purposes
~~the local Govt Pleader~~, and to submit
the same obtaining the consent of the
Commission to the provisions of the deed?

Secy

The Collr may be instructed as suggested
above. When draft lease deed will be
sent to the Govt Solicitor for scrutiny
after on receipt from the Collr

for
Secy.

Govt
9/9

It is of course a
different thing from Mr Duff's comprehensive
scheme.

M
11.9

To B

Draft reply as desired

for
11.9.
M/12/25

[Copy issued B 1195/25. 82 cf.
Collr's reply. B. 5309/25. 84 cf.]

To A.S

The Collr has sent the draft lease for

p 82 cf

by the Sol. Pleader, as instructed by the Bd. It closely follows the provisions

These are pencil interlineations

The example lease sent to the Coll — These are on p84 of item

May (A). The Co. promises to submit the draft of consent of the Mission. The lease, it is said, was prepared in con ation with the Secy to the Mission

Some of the important provisions of lease are :—

3 cf Ws

(1). Lessee's covenants (1). Rents Perhaps addition as noted in pencil may be one with reg.ce to the Govt Mosque

653 cf pps Ws

187 cf N 9/12

(2). Lessee's covenants cl(6). Security by Govt + acquisition of the buildings on payment of compensation, for public purpose. This is a condition already accepted by the Mission

'Emergent' is objectionable. I suppose they want an assurance that the object will be liberal. 'Important" or "urgent" "might do" but it may be omitted perhaps Ws 8/12

connection with alienation proposals. (pp 4

m 158 The ... covenant seems unnecessary

(3). Lessees covenants cl(8). Control over hea This condition is perhaps unnecessary, as that the lands have been in the possess of the Mission for over 99 years, and the will continue to be there reserved by them.

687 cf

Emergent modification ords.

pps W 9/12

May be deleted if Govt stand. The Mission apparently agrees to it Ws 8/12 W

(4). Clause 6. of lessees covenants + clause 687 cf of Lessors Covenants The notes and orders at pp 5-6 n/f show that it was proposed to treat the case liberally, and the terms of the lease Govt are to pay Compensation

in buildings only when they require the
need for public purposes. The Mission is
at liberty to remove the buildings within 6
months in the event of voluntary relinquish-
ment or resumption for breach of conditions
we would however see no compensation in the event
resumption for breach of conditions, or voluntary
relinquishment (than the penal addition to cl(9) at p88 ef.)
The terms of the Cochin club lease are
slightly different. The important differences
between the two are
There is no provision ... voluntary relinquish-
ment in the Cochin club lease, but there are
provisions for Govt requisitioning the buildings
in temporary public purposes, and for Govt
purchasing the buildings at their option on
determination of the lease.
The provision enabling the Mission to remove
buildings within 6 months even though
resumption is due to breach of conditions
more liberal than cl(iii) of Lessors Covenants
the Cochin club lease.
On the whole it may be said that the
present lease is not less liberal than the
Cochin club lease.
(X)

1). Lessors Covenants Clause(ii) Renewal after
2 years. This may perhaps be allowed
as a The lease is proposed from the

cl(6) p87 ef

cl(iv) p88 ef

such penal ... to cl(9) p88 ef

× with reference to end of cl(ix) at p4 of (A)

pp47-51(X)

The addition may be approved by Govt

cf cl(iii) p88 ef

cl(ii) p4 (X)

cl(a)(ii), p50

cl(iv), p88 ef

p50(X)

Clause (ii) of the Cochin club lease is more liberal than the present lease in that it allows renewal for 30 years at a time

by p88 ef modified by p85 ef (X)

I don't think to renewal of 30 years at a time

currency can. The 99 years' lease expired in 1912. The intervening period may perhaps be ignored, and the lease made to run from the date of execution.

3. After the Board passes orders on the provision of the lease it may perhaps be desirable to obtain the definite consent in writing of the Mission before forwarding the draft for scrutiny by the Govt Solicitor, or addressing Govt. In lieu of the details in the description of boundaries at p. 91 the Collr may be told to refer to demarcation stones after due demarcation before the lease is finally executed.

For orders: The Collr has since reported that the Mission has agreed to the terms of the draft lease. As no material alterations have been proposed in the notes at pp. 15-16 ante except the omission of req. right to trees cl(8) of lessee's covenants, which is favourable to the Mission, it is for consideration whether the draft lease may now be sent to the Govt Solicitor for scrutiny in acc. with notes and orders at p. 14 ante. The Mission will no doubt pay the fee charged by the Govt Solicitor. If it is considered preferable to address Govt straight in the view that the draft only follows after modifications a sample lease form, Govt may be addressed immediately. For orders

Secy

The draft lease Corrected as suggested on page 15 may be forwarded to the Govt Solicitor for scrutiny before Govt are addressed.

is the see Corresp ordered ~~to~~ the may in

[illegible] above. See ... reply ... [illegible]
of the Consent of the Mission to the deletion of the renewal clause & the
recent alterations is submd

14/12

Rey issued B. 11957 no. 5. p 94 of
Com reply B 58/26. p 95 of

To A.S.

The Col Sec reports that the Mission have agreed to the revised draft deed. with the Secretary of State's consent. p 96 of
A draft-memorandum the deed for the scrutiny of the Est. Solicitor, as per order on p 17 above, is submitted.

23/1/26

25/1

Issue HR 25.1.26.

22.1.26.

[Rey issued B 11957 no. 6. pp 103-104 of
Reply received B 783/26. p 105 of]

To A.S.

The Est. Solicitor has returned the draft deed after scrutiny & it may be submitted to Est. Com. Para 3 of the Est. Solicitor's letter. The Col Sec may be asked to send the Memorandum & Articles of Association direct to the Est. Solicitor.

Draft submitted. This is subject independently of the Annuities Scheme put forward by the Mission for the location of the School elsewhere as a resident school - please see the linked file above.

28/3

B 2264/26. ✓ p III. cf

To HL

p III c.f. Please see the Sol. Solicitors letter. y. A copy of it may be forwarded to the LCM and he requested to arrange to recover the fee from the Mission & remit it to the Sol. Solicitor. Draft submitted

Previous papers: 1:13 61/5/26

Sir Ernley Blackwell 1.5.26.

Dr 12/5

W 12/5

Sir L. Oliphant 12/5

Acquisition Lands & Bldg (Bellary). Bellary Tk & Town - Vandalur High Sch

B 61/57 from Govt pp 2-9 ✓

Do A2

Govt: want the remarks of the Board on the proposal of the D. C. of Bijapur to acquire the mission bungalows for the extension of the Dt. jail, and for providing quarters to the jail Supdt & Dt. medical offr.

2. While the question of renewal of the lease of the Vandalur High School compound was under correspondence, the Collr forwarded to the Bd the letr of the Mission authorities asking for the sale to them of the Dt. Judge's bungalow compound for the —. pp 59-61. linked file (2) pp 63-67 - do - (2)

purpose of building a residential high school. To find funds for the purchase of the land, and for the building of the school, the Mission at the same time proposed to sell to Govt. their present school building & its site & the Mission bungalows.

q-61 of link (2) The Coll. recommended the whole proposal of the Mission. The Bd deferred passing orders on the proposal till it was ripe

p 65 of link (2)

Now the D. G. of Prisons requires the Mission bungalows, estimated by the Mission at Rs 50,000,

Besides the 2 bungalows there is a boarding house on the site, ~~valued at Rs 7000 by the Mission~~ This the D. G. considers would be useful as a reading room and club for the jail staff. The Coll. has no objection to the proposal = vide his remarks in para 4. p 60 of But the question is whether the Mission would be willing to sell the bungalows until the Dt judge's compound is made available for its purpose. Even if the Dt judge's compound is made available, the proposal of the Mission viz to build a residential school, which depends so much on the remunerative sale of the school compounds, will not mature unless Govt are prepared to buy the School compound & buildings.

! Perhaps these facts may be brought to the Hon'ble Govt, though generally there is no objection to the proposal of the D. G. of Prisons. For orders

Mr Joint that has to be cleared

is whether the mission will be willing to sell the site in question with the buildings thereon inspection of scale to it of the Dt Judges' bungalow with the site. The Coll may perhaps be asked to ascertain the wishes of the Mission & report on the point, before the Board submits its reply to the Govt Endt at P 2-1 C.7.

For orders

15.2.26 Leey

Please see the letter of the Dy of Prisons dated 11/9/25 now forwarded by the Govt for remarks paras 3-4 Ct. The letter of Messrs Lewis and Stowell of the London Mission, ab paras 5 to 9 contains an exposition of their scheme (1) for the removal of the Wardlaw High School ~~to the Compound~~ from the Centre of the town (2) its location in the present judge's Compound where residential buildings are proposed to be erected for masters & boys (3) the sale of the two Mission bungalows with adjacent to the jail, ~~depth~~ to the Jail depth and (4) the purchase of the Dt Judge's bungalow and Compound for the location of the residential High School. ~~His~~ The same letter was already submitted to the Board by Coll with his (b) endt. The Coll has briefly touched upon the various

various items, and added that if from the revenue point of view the scheme appears prima facie desirable he would go ahead and Consult the various departments Concerned and put up more Concrete proposals.

The Jail Deptt is Concerned in purchasing the Mission bungalows with the Compound for the extension of the present Jail premises. The Irrl Deptt has to Consider the question of selling the present Dt Judge's bungalow with its Compound of 90 acres to the authorities as residential school, and putting up a new Dt Judge's bungalow elsewhere. The Public Works has to be Consulted as it is in charge of these buildings. The Local Self Govt is Concerned in opening out the area at present occupied by the Wardlaw High school and buildings, and the Education Deptt is Concerned about the purchase of the High school for the location of the a Girls School. If the Dt Judge's new bungalow is to be built in the Compound of the Govt Conservator's bungalow it has a compound of over 70 acres, the Forest Deptt will have to be Consulted. All this would mean protracted Correspondence on the part of the Offr

Next there is the rough financial statement of the Mission at page 8 ~~42~~ Ct. The Mission puts down its realizations in the shape of sale proceeds of its buildings and land & compensation for quitting the Govt land leased out for the location of its buildings, and its expenses at Rs 248,500 and Rs 261,000. These have to be scrutinized by the

re Ollerton. The Colls may perhaps be requested to go ahead and put up Concrete proposals as already suggested by him and post may be informed of the action taken. Yrs

Dr
4/3/26.

It is not known on what point or points Govt want the remarks of the Board.

If they want remarks on the general scheme there is nothing much to say. except that it will take a long time to carry out all the negociations; that it is prima facie unlikely that Govt will allow any compensation for the Wardlaw School site which was leased for a nominal consideration for such a long period to the mission & to which the mission has no claim if it gives it up; that the Board is unable to say if the mission is not unduly optimistic about grants.

Upon [illegible] relative to doubtful financial soundness the scheme is a sensible one.

If Govt only want remarks about the specific proposal made by the I.G.

[illegible]

a good one but that from the correspondence it is entirely unlikely that the mission will give up their bungalows until they get the St Judge's bungalow & compound. The Coll may meanwhile be asked if this presumption is correct & a further report promised to Govt.

WS
7/3/26.

I agree that a reply may go on the lines indicated by the Secretary - we should add that if the mission is willing to give up its bungalows & their compound irrespective of the question of the transfer to it of the district judge's premises, the D.P.W will have to carefully test the stability of the two mission bungalows & other buildings on the premises and the Revenue department may then fix a value for the land.

M 11.3.26.

DO Ag

Draft debated

DO Ag 23/3/26 DO 23/3 WS 22/3 M 23.3.26

Dft issued

Letter issued B. 615/26.1 Pp 10-11 C.F.
B 615/26.2 Pp 14 C.F.

C of I's further report B. 398/26. Pp 15-18 C.F.

DO Ag

In para 4 of Bole Ag. B 615/26-1, at p 11 C.F, the Coll was requested to submit a further

Govt on the value of the mission bungalows
and compound required by the D.G. of
Prisons if the mission was willing to give them
to irrespective of the question of transfer to
[illegible] of the Dt. Judge's premises. In his letter at
[illegible] p/12 C.f. the Coll. ~~has reported to Govt~~ that the
mission was not then willing to part with its
bungalows. The Coll. however once again
has recommends consideration of the Govt
proposal of the acquisition of the premises
of the mission and the part in occupancy
of the Dt. Judge's bungalow and compound
The Bd was not sure whether Govt desires
to remarks on this general question; and
did not offer any definite remarks - para 6
of at p.10 C.f. The various depts that will be
to be consulted in this connection are referred
to at p4 n.f. above. Of the depts specified the
Coll. seems to have consulted only the
Educational Deptt. The Coll. in his proposal to
proposes to hand over only one of the mission
bungalows to the Jail deptt., while the D.G. of
Prisons wanted the two bungalows and the
cardeing house also. The D.G of Prisons will
have to be addressed if one bungalow alone
would suffice for his needs. Then the Forest
Deptt will have to be addressed not only
on the proposed utilisation of the conservator's

bungalow as the residence of the Dr. just also for the proposal to house the Convr in one of the mission bungalows.

3. Though from the financial point, the proposals are acceptable, the necessary preliminaries of consulting the various depts. have not been gone through. The attention of the Collr may perhaps be drawn to this fact, and he may be asked to address the Bd after consulting the various depts. There seems no need to address Govt nor now to consider the proposal of the Collr to credit the mission with Rs 60,000 towards the cost of the 7.53 acs of land proposed to be released to the mission — ~~in~~ Bds Rep 35-8/26 at p106 (R) for orders

An alternative would be to pass on to govt the Colls letter which gives an idea of the value of the several properties. The values estimated by the Mission & as fixed by the Colls in consultation with the P.W.D — are as under:—

	p87 Mission Estimate.	Colls' valuation p193
School buildings	57,500	62,548
Leased land	60,000	72,8[illegible]
Two Mission bungalows	50,000	55,5[illegible]
	1,67,500	1,90,9[illegible]
Proposed bungalow Land	51,000	31,2[illegible]
		1,14,9[illegible]

To See? No reply has been received from Govt. on the reports - at pp 10, 11 & 14 Cf submn? to them. The Coll's present report also may perhaps be submd to Govt and orders requested as to whether a committee consisting of the Dt officers of the various depts concerned may be apptd for exam? the proposals and submn? a report.

13-8-26.

There is one difficulty which does not seem to be met on the file. Why does the D.M.O. require a bungalow near the jail when he is not its Supt & where is he housed at present? If there appears to be no necessity to appropriate one of the two mission bungalows for him the whole proposal fits together very well & we wld send it up, subject to the approval of the various departments & leaving the question re payment for the lease site to Govt. There is only a moral claim for that

W.J. 14/8.

S'
A.S

D.O.

It is not known why the I. G. of Prisons proposed to house the D.M.O. in one of mission bungalows, and where the D.M.O

is residing at present. A reply to the Collr is submitted.

L
16.8.26.

17/8

Rly issued B. 615/26-3. p 20 ante
Collr's report. B. 4465/26. p 22 ante

Jo Ag

The Collr reports that the district in a private bungalow Medical officer now lives some 3 miles away both from the Main Hospital and the jail; and that though it is not essential for him to live near the jail the distance of his present quarters is an obvious disadvantage.

I do not see whether the Collr's original letter may be submitted to Govt with Rly's support - vide orders on p? supra.

L
28.8.26.

28/8

I presume the hospital is somewhere not very far from the Jail but the map at (V) does not seem to show it. I am inclined to think we should leave the D.M.O. out of it & not reserve a bungalow for him. He has only to visit the ~~hosp~~ jail & does not have to go there several times a day or spend long periods as

Possibly Mr has looked into the matter at Bellary Cut. he will have left before the file gets there.

Mr

28/8

Where is the D.t Judge to live? at what stage will the Jud.l Dept.t be consulted? Surely there is a mistake on pp. 15 & 17 c.f. (A). It seems to me it is a loss to Govt. of Rs. 28,132.

Mr
29.8

The Sr. Judge is to get the bungalow now occupied by the Conservator of Forests The latter is to get one of the two mission bungalows Vide this which makes the difficulty re S.M.O.'s quarters as if the Conservator gets one bungalow there is only one left for the Jail Supt & the SMO Vide they are not the same person.

There is a mistake as pointed out by Mr. The Collr's statement is only correct if the mission paid the Collr's valuation of the Judge's bungalow & compound in cash & received from Govt the cash value of the mission buildings. What is proposed however is an exchange & as the Collr's

(they only value the judge's bungalow & compound at Rs 50,000 - not 1,46,180)
Govt lose on the transaction until the value of the lease site which the mission is to surrender, is taken into consideration. Incidentally this further weakens the mission's moral claim for compensation for this lease site. Making allowance for the lease site Govt will not be a loser.

WS
1/9

- I think the D.M.O. may be left out of it. We shd recommend that the proposals be referred to a committee of leading Officials in the Dt concerned.

Pr
2/9

JO Ag

Draft submitted

Gr 4.9.26. 4.9.26. The draft returned refers to the discrepancy re value ✓ also to the allocation of quarters Rs 10 claim for lease site etc

WS
6/9

JO Ag

Draft returned accordingly

Gr 8.9.26. WS 9/9 SAG

Res issued B 615/26-S. Pp 25-26 of
Cert memo B 532/4/26- Pp 27-28 of

Ref. issued B. 615. 26-6.

Collr's reply B. 1315-27

B. 3798-27

para 1 of Govt memo. The present Collr. explains the discrepancy pointed out, only saying that the B.H.V. of the land at Re. a sq. yard was given an assumed figure and the market value at Rs. 2 per sq. yd reported by the Collr. in July 1926 was based on the assumption that the site being in the heart of the town + behind public offices was specially valuable. The present Collr. concludes that none of the old rates was proper. He now fixes a rate of 12 annas a square yard as the B.H. based on the selling price of a similar site in the vicinity and reports that Rs. 125 an acre has been adopted as gr. rent for an adjoining plot. The market value subject to gr. rent is estimated at Rs. 1186. 12-0 / the land in question (i.e.) 2.35 acres.

para 2. A sketch drawn to scale as instructed by Govt has been used + it may be sent to Govt.

para 3. No sanction has been accorded for the renewal of the lease. This has reported to Govt already by a T.M. issued on 23.12.1926. The Collr. too has replied to Govt under that the lease

has not been executed.

Para 6. The mission has offered to accept the Govt proposal regarding the alienation of the Secretary to the Govt of India's letter) to the Collr of 9.12.1926 may be submitted to Govt for information. Govt have already decided that the mission cannot have any claim for compensation and that they have no right to occupy the land after the expiry of the lease. The mission has been informed accordingly.

22.8.27. DLO 23/8. W

To AS. Draft submd.

In Continuation of the note on para 1 in the previous page, it is submitted that if gr. rent is taken at 6.4.0 with refce to G.O. 436 Rev. Dt 8.3.27, the market value or nine Correct the value of occupancy right (of the whole area of 7.53 would come to Rs 26157.7.0 as shown (in the margin above. This has been embodied in the draft subject to approval. The collector's remarks relate to the value of the

i.e. only 2·35 ac
School is situated, and not the whole area of 7·53 acres in question proposed to be alienated. The total value of occupancy right of 7·53 acres subject to a ground rent of Rs 6-4-0 and calculated on a F. H. Value of 0-12-0 per sq yd. is ∴ embodied in the draft.

27.8.27

L 29-8-27.

To A.S. On a further appl. made to the Collr. it is found that the sale of 8 cents for Rs. 300 was subject to g.r. rent at Rs. 100 an acre — Revised draft explaining the correct figures of F. H. V. & g.r. rent is submitted as per Lr. dtd 15/9/27 orders pl.

on 30.8.27.

L 15.9.27.

V. R. G. CHARI

12-9-27

Rep. issued p. 142 ct
Collr. Form. order p. 141

To A.S.

Draft Rules put up.

L 12.1.28.

10/1/28